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1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF LOS ANGELES R

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MAY 08 1992

4 RELIGIOUS TECHNOLOGY CENTER, a California) HUB LAW OFFICES
5 Non-Profit Religious Corporation; CHURCH)
6 OF SCIENTOLOGY INTERNATIONAL, a California)
7 Non-Profit Religious Corporation; and)
8 CHURCH OF SCIENTOLOGY OF CALIFORNIA, a)
9 California Non-Profit Religious)
10 Corporation,)
11 Plaintiffs,)
12 vs.) No. BC 033035
13 JOSEPH A. YANNY, an Individual; JOSEPH A.)
14 YANNY, a Professional Law Corporation and)
15 DOES 1 through 25, Inclusive,)
16 Defendants.)

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18 DEPOSITION OF BARRY VAN SICKLE, ESO.

19 THURSDAY, APRIL 2, 1992

20

21 NOON & PRATT

22 CERTIFIED DEPOSITION REPORTERS

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10 Deposition of BARRY VAN SICKLE, ESQ., at 3340
11 Ocean Park Boulevard, Santa Monica, California,
12 commencing at 1:40 P.M., Thursday, April 2, 1992,
13 before Paulette M. Griffin, CSR No. 2499.

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1 APPEARANCES OF COUNSEL:

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3 THE REFEREE:

4 HONORABLE THOMAS T. JOHNSON, RETIRED

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7 FOR THE DEFENDANTS:

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15 FOR THE WITNESS:

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17 CUMMINS & WHITE

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8 Calabasas, California 91302

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10 ALSO PRESENT:

11

12 JOSEPH A. YANNY, ESQ.

13 JOHN DOYLE, VIDEO OPERATOR

14 HOWARD GUTFELD

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I N D E X

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3 THURSDAY, APRIL 2, 1992

4

5 WITNESS

EXAMINATION

6

7 BARRY VAN SICKLE, ESQ.

8

9 (By Mr. Parker)

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(By Mr. Drescher)

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DEFENDANTS' EXHIBITS

2

BARRY VAN SICKLE, ESQ.

3

	NUMBER	DESCRIPTION	IDENTIFIED
5	1	Declarations of Barry Van Sickle,	127
6		Vicki J. Aznaran, Richard N.	
7		Aznaran and Joseph A. Yanny	
8		Submitted in Support of Plaintiffs'	
9		Ex Parte Application for an Order	
10		Continuing Hearing Date on	
11		Defendants' Motion for Summary	
12		Judgment Which is Submitted	
13		Concurrently Herewith.	
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1 VIDEO OPERATOR: My name is John Doyle. I
2 am a videotape operator employed by the Cardomon Group
3 at 3633 West MacArthur Boulevard, Santa Ana,
4 California.

5 This is the videotaped deposition of
6 Mr. Barry Van Sickle starting at approximately 1:37 P.M.
7 on April 2, 1992 in the matter of Religious Technology
8 Center versus Joseph Yanny, Case No. unknown at this
9 time, taken at JAMS, 3340 Ocean Park Boulevard, Suite
10 1050, Santa Monica, California. This deposition is
11 taken on behalf of the defendants.

12 May we please have introductions beginning
13 with the witness.

14 THE WITNESS: Barry Van Sickle.

15 MR. WYNNE: My name is Richard Wynne. I am
16 representing Mr. Van Sickle today.

17 MR. GUTFELD: I am Howard Gutfeld. I am the
18 client representative from the church.

19 MR. DRESCHER: I am Bill Drescher. I am the
20 lawyer representing Religious Technology Center.

21 MR. YANNY: I am Joe Yanny and I am just here as a
22 party.

23 MR. PARKER: David Parker representing defendants
24 taking the deposition.

25 JUDGE JOHNSON: Judge Thomas Johnson, Referee.

1 BARRY VAN SICKLE, ESQ.,
2 having been first duly sworn, testified as follows:

3

4 EXAMINATION

5 BY MR. PARKER:

6 Q. Did you attend a breakfast meeting on
7 June 5, 1991 with Bill Drescher and Jack Quinn?

8 A. Of independent recollection I can't say
9 that it's June 5th as opposed to another day in that
10 rough time period.

11 Q. Early in June.

12 A. But in that general time period I attended
13 a meeting with Mr. Drescher and Mr. Quinn.

14 Q. Where did the meeting take place?

15 A. In the restaurant in the Biltmore Hotel
16 where Mr. Quinn has his office. I am not aware of the
17 name of the restaurant.

18 Q. How long did the meeting last?

19 A. Oh, I have no immediate recollection on
20 the tip of my tongue.

21 Q. Best estimate?

22 A. 45 minutes to an hour and a half. I
23 really wasn't paying much attention to that.

24 Q. Did you bring any written materials to the
25 meeting?

1 A. I don't recall.

2 Q. Did you provide any written materials to
3 either of the other two who were attending the meeting
4 during that meeting?

5 A. I don't think so.

6 Q. Did you receive anything in writing from
7 them that you took at the end of the meeting?

8 A. The first meeting?

9 Q. Yes, the first meeting.

10 A. Assuming I know there is two, assuming
11 that the one you are talking about is the first meeting,
12 I don't think I received any written materials at the
13 first meeting.

14 Q. Did you take notes during the first
15 meeting?

16 A. I doubt it.

17 Q. Did you observe either of the other two
18 lawyers taking notes?

19 A. I observed Mr. Quinn to be doodling. I
20 don't know if I would want to call them notes. I didn't
21 bother to read, but I saw him drawing lines and
22 triangles and stuff out of paper. I don't recall
23 Mr. Drescher taking notes.

24 Q. How long beforehand was the meeting
25 arranged?

1 A. Don't know.

2 Q. Who arranged the meeting?

3 A. Jack and I together arranged the meeting.

4 Q. What did you understand the purpose of the
5 meeting to be before it began?

6 A. It was to continue our discussions and
7 possibly settling the Corydon case.

8 Q. Was there that day or very soon thereafter
9 an upcoming settlement conference?

10 A. I don't recall the chronology -- it seems
11 to me we had been in settlement conferences before and
12 we were in settlement conferences after. As far as
13 labeling it soon or upcoming or when, as I sit here
14 today, I have no particular way of labeling it. Whether
15 something was upcoming or not.

16 Q. Have you ever met Ford Greene?

17 A. Yes.

18 Q. Have you met him more than once?

19 A. Yes.

20 Q. When was the first time you met Ford
21 Greene?

22 A. Don't recall.

23 Q. Was it before the first of these breakfast
24 meetings?

25 A. Well before.

1 Q. Did you meet him in connection with the
2 transfer from you to him --

3 Voice: Mr. Parker --

4 MR. PARKER: Yes.

5 Voice: There is a messenger here.

6 MR. PARKER: May we go off the record?

7 JUDGE JOHNSON: Yes.

8 VIDEO OPERATOR: We are going off the record. The
9 time is 1:42.

10 (Recess taken.)

11 JUDGE JOHNSON: Back on the record. First I think
12 we have to --

13 VIDEO OPERATOR: We are back on the record the
14 time is 1:44 P.M.

15 THE WITNESS: The first time I believe I met Ford
16 Greene was very briefly. He was in our office to pick
17 up the Aznaran file at about the time he initially came
18 into the case, I don't recall when, but I met him very,
19 very, very briefly at that time, stopped by said, "Hi, I
20 am Ford Greene. I just picked up the file." That was
21 about the extent of it.

22 BY MR. PARKER:

23 Q. When was the next time you met him?

24 A. I don't -- I met Ford again when I went
25 down to observe oral argument the Ninth Circuit Court of

1 Appeals in Pasadena. And while I may have met him on
2 one other occasion briefly or socially between those two
3 events which are several years in time separated, I
4 don't recall meeting -- I met Ford once in the
5 courtroom, outside the courtroom very briefly. I forget
6 on what matter, but again it was a two- or three-minute
7 conversation. Those are the only three times I recall
8 meeting Ford right now. I believe there are probably
9 others but I am not recalling them.

10 Q. I am a little confused between meeting
11 number two and meeting number three. Were they on the
12 same day?

13 A. No. I met him down -- I think I saw Ford
14 in Superior Court one day. I am not even sure -- I am
15 not sure if I was planning on meeting him or not but it
16 seems to me I recall seeing him down at Superior Court
17 one day and he had to run catch a plane or some such
18 thing so I didn't really talk to him. So I met him in
19 the hallway and don't remember much about it.

20 Q. And the third occasion --

21 A. The third occasion was the Court of
22 Appeals argument. I had been over there, saw Ford and
23 gave him a ride to the airport.

24 Q. What case was that?

25 A. That was the Aznaran case.

1 Q. What year was that?

2 A. I think that was -- I don't know, last
3 fall, I think.

4 Q. 1991?

5 A. Yes.

6 Q. Did you travel together to the
7 courthouse?

8 A. No.

9 Q. But you drove him to the airport afterwards?

10 A. Yes.

11 Q. Was it prearranged that you would meet him
12 there?

13 A. I may have let him or the Aznarans know
14 that I was going to drop by if I could work it in. I
15 don't think it was prearranged. I don't think it was a
16 surprise either. The ride to the airport was not
17 prearranged. He happened to be there and in need of a ride.

18 Q. Was it just the two of you who drove to
19 the airport?

20 A. Yes.

21 Q. The Aznarans were present at the Ninth
22 Circuit?

23 A. No.

24 Q. Prior to the first of the breakfast
25 meetings then would it be accurate to say that you can

1 now only recall two meetings, both of them relatively
2 brief with Ford Greene?

3 A. As I sit here, yes, I only recall two
4 meetings with Ford Greene.

5 Q. Let me shift from meetings to telephone
6 conversations.

7 A. I am recalling -- I am kind of recalling a
8 third meeting when he was down here for some
9 depositions. And I think he passed through our office.
10 Again I didn't -- I think he was maybe having somebody
11 type something for him real quick or something like that
12 and he popped in to say "Hi."

13 Q. So another passing encounter?

14 A. Yes, usually it's, "Hi, I came down and
15 have your secretary type a little declaration for me or
16 something and I'm leaving."

17 Q. Before you first met Ford Greene on the
18 occasion where he picked up the file, had you spoken
19 with him by phone?

20 A. I am -- I don't recall specifically but I
21 am fairly certain I had.

22 Q. Between the first and second occasions
23 that you met him, which is as you said were separated in
24 time by more than a year, did you have any telephone
25 conversations with Ford Greene?

1 A. I suspect I did but I don't recall. As I
2 sit here today, I don't recall them or recall that they
3 occurred in that particular time frame.

4 Q. Would you be able to recall the substance
5 of those conversations?

6 A. Well, I have a vague recollection of some
7 of the things I have discussed with Ford over time over
8 the phone in some respects. They would concern matters
9 pertaining to privilege of the Aznarans as to why do we
10 do this and what was this about and what was this about
11 and how was this matter left. I had a few of those
12 conversations.

13 Q. Which is why I phrased the question the
14 way I did. I am not asking you to tell me the
15 substance.

16 A. I don't have a chronology or anything like
17 that right now. But I know over the time -- most of my
18 communications with Ford Greene have been over the
19 telephone. I have had several fairly long conversations
20 over the phone. But I haven't really ever had a
21 serious, sit-down, long discussion with Ford about life
22 and the pursuit of happiness or anything.

23 It seems that I should have met Ford at
24 Joe's house once or twice but I am not remembering it
25 happening.

1 Q. Before the first of the breakfast
2 meetings, did you ever participate in settlement
3 negotiations relating to the Aznaran case with any
4 lawyers representing Church of Scientology entities?

5 MR. WYNNE: You are talking there about any time
6 including the time that Mr. Van Sickle represented the
7 Aznarans?

8 MR. PARKER: Correct. And right now just yes or
9 no if you can recall.

10 THE WITNESS: It depends on what's your definition
11 of what's a settlement discussion and what isn't. Why
12 don't you pay him a couple million bucks and we'll go
13 away. There might have been some deposition sarcasm
14 exchanged during the numerous days of depositions, but I
15 don't recall anything I would call serious, let's sit
16 down and settle the Aznaran case discussions prior to
17 that particular time. And I am fairly certain that that
18 first breakfast meeting was the first time I had heard
19 anything that you would call an offer of settlement.

20 I am not real sure of that. I don't
21 recall any other settlement discussions, no.

22 BY MR. PARKER:

23 Q. Did you have any expectation at all as you
24 approached the first of those meetings of discussing the
25 Aznaran case?

1 A. Well, I wasn't shocked but I was slightly
2 surprised. It wasn't what I was expecting -- I came
3 there to talk about the Corydon case. Any
4 expectation -- I hadn't considered it.

5 Q. In what way were you not surprised?

6 A. Well, it was a topic of -- when I talked
7 with Mr. Quinn, Mr. Quinn had said, you know, "I am kind
8 of the new guy in town here. I think it would be in my
9 client's best interest to make the peace. I think we
10 ought to take these things maybe one case at a time but
11 I think they need to funnel some other energies toward
12 settlement instead of warfare."

13 And so it was consistent with the tone
14 that Mr. Quinn had taken with me, which was, "I am not a
15 part of all this past animosity. I am not a part of any
16 of that. I am trying to be relatively objective. I am
17 trying to be a lawyer."

18 I had met with Quinn before this breakfast
19 meeting. I had lunch with him to discuss settlement at
20 the Pacific Dining Car a few weeks before. And the tone
21 Quinn was giving me was we want -- "I think my client
22 should get out of the litigation business. And I think
23 it would be in their best interest but there is a lot of
24 animosity. There is a lot of ill will on both sides.
25 Emotions are high. There is a lot of hate. There is a

1 lot -- there is no trust. People won't talk to each
2 other because they don't trust each other. People are
3 calling each other names. People are calling each other
4 liars." And Quinn's approach with me was "Let's cut
5 through this crap and let's try and sit down like
6 professionals and discuss settling cases."

7 Q. Other than or let me be more precise.
8 Excluding for purposes of this question Bent Corydon and
9 people at your law firm and family, did anyone else know
10 you would be attending the first of these breakfast
11 meetings?

12 A. I don't know. I was kind of keeping Joe
13 advised a little bit because he was interested in the
14 process because he had a case out there and the thought
15 was that again it seemed to be a situation where they
16 wanted to look at one case then another and the thought
17 was if they are interested in settling maybe at the
18 right time let's talk about Joe's case. I might have
19 told Joe before the meeting; I might not have. I really
20 don't know. I probably told Toby Plevin because she was
21 co-counsel. Other than that I can't swear that I didn't
22 tell anybody. My meeting with Jack Quinn, he is a nice
23 guy, maybe we can get some things. He is a new player;
24 we can get a new perspective but that's about all I can
25 recall.

1 Q. Did you tell Ford Greene, for example,
2 that you would be attending this meeting?

3 A. I doubt it.

4 Q. Between the -- I guess there were two
5 breakfast meetings?

6 A. I may have told the Aznarans because there
7 were discussions -- they called several times and wanted
8 to know what was going on in the Corydon case because
9 they perceived that, I think they perceived that to be
10 of some consequence, monitoring Bent's case to see if it
11 might have some spill-over.

12 So I -- at a couple of times during the
13 Corydon discussions, I had communications, I forget who
14 called whom. There were discussions with the Aznarans
15 as to what was going on in Bent's case. I can't, and I
16 think although I can't be for sure, I think that some of
17 those discussions go back when we were still up in
18 Department 32 or wherever we were. With Judge Epstein.
19 That they are interested in talking settlement with
20 Corydon because Vicki and Richard were interested in
21 seeing what their attitude toward settlement was at any
22 particular time.

23 Q. Did you have such conversations ahead of
24 the breakfast meeting with Ford Greene?

25 A. No.

1 Q. Let me ask the question without linking it
2 so much to the meeting. Before June 1991 did Ford
3 Greene ever call you to inquire about the status of
4 Corydon settlement negotiations?

5 A. Technically Ford wouldn't know. I
6 wouldn't know why Ford called me, but as far as Ford
7 calling me and bringing it up, what's going on in
8 Corydon, I do not recall that ever happening.

9 Q. I am probably the only one in the room
10 that doesn't understand the first part --

11 A. You asked me why Ford -- Did Ford ever
12 call me to do something.

13 MR. WYNNE: Calls for speculation.

14 MR. PARKER: All right. I see what you are
15 saying.

16 THE WITNESS: I hate to be a pain in the ass.
17 But --

18 MR. PARKER: No, that's okay. You are a lawyer so
19 I expect it. No, only kidding.

20 Q. There were two breakfast meetings as I
21 understand; is that correct?

22 A. I had breakfast on two occasions with
23 Mr. Quinn and Mr. Drescher.

24 Q. In between those two meetings did you have
25 any conversations with Ford Greene?

1 A. I do not recall.

2 Q. Do you have means available to you to
3 refresh your memory as to whether there was such a
4 conversation?

5 MR. WYNNE: Objection; vague and ambiguous. Are
6 you talking about looking over records or are you
7 talking about calling Ford Greene and saying, "Hi, did
8 we talk?"

9 MR. PARKER: I am not limiting it. If there is a
10 way he knows that he could refresh his memory, I just
11 would like to know that.

12 THE WITNESS: In part because it is a contingency
13 fee case I do not write down in a contingency fee case
14 with excruciating detail the detail that insurance
15 companies require so I couldn't tell you if I talked to
16 Ford Greene that I would necessarily write it down or
17 not. If I happened to write it down, it might appear to
18 be reflected in the time sheet. But during the time
19 period my tendency was to write Corydon case, settlement
20 negotiations, X number of hours or something. So I
21 rather doubt that if I talked with Ford it would be
22 reflected. I certainly couldn't rule out talking to him
23 from looking at my time sheets.

24 BY MR. PARKER:

25 Q. When you refer to it being a contingency

1 case, do you mean the Corydon case?

2 A. The Corydon case so I am not recording my
3 time with every phone call and everything. I guess
4 maybe I am thinking out loud and I shouldn't do that,
5 but you are asking me if there is any way I can pinpoint
6 it and I am saying probably not.

7 Q. In 1991 your firm had a computerized
8 billing system?

9 A. Yes. But it's -- it's only as good as the
10 input. If I don't write it down, it doesn't get in the
11 computer.

12 Q. Understand. Was the Aznaran file that you
13 had opened years earlier still open at that time?

14 MR. WYNNE: I am going to object to that
15 question. I think it calls for work product.

16 THE WITNESS: We kept it open from the extent
17 we hadn't written off the expenses that had been
18 advanced so we are still carrying about X number
19 thousands of dollars of out-of-pocket expenses
20 which we haven't written off for tax purposes yet,
21 I don't think. But if I would have called -- if
22 I would have talked to Ford Greene, I wouldn't have
23 billed it to an Aznaran file. If I had talked to
24 Ford Greene, I would have put it under another file
25 name.

1 BY MR. PARKER:

2 Q. Obviously you are anticipating why I am
3 asking the question and let --

4 A. No, as far as opening -- as far as ongoing
5 billing entries, I was not billing any time to the
6 Aznaran file during this time period.

7 Q. So if you recorded a contact with Ford
8 Greene in June of 1991, the only possibility would have
9 been the Corydon case file.

10 A. I suspect so, yes.

11 Q. Let me then take you to the first of these
12 breakfast meetings and ask you to recall as best you can
13 everything that you said and that Mr. Drescher and
14 Mr. Quinn said during that meeting.

15 A. Well, you are asking me to reconstruct a
16 45-minute discussion. I cannot do that as far as
17 everything that was said. I can give you a paraphrase
18 of what I understand. I remember Bill getting up at one
19 occasion and saying he needed some more pork products.
20 I think you probably don't want to have that. And I
21 think that was at the first meeting that Bill made the
22 comment about pork products.

23 Q. Why don't we just get to the meat of the
24 conversation.

25 A. Well, my recollection is that Quinn did

1 most of the talking and that it started out something
2 like this: "Well, I have got some more money. We got
3 some more money. And, of course, it wasn't easy to get
4 and we have had long meetings. Bill and I spent hours
5 in the desert and there was reluctance and it's" -- a
6 lot of this prefatory sort of stuff, "We got more
7 money." And I think there was an explanation. "But I
8 have talked to him and we have discussed the concept of
9 getting out of the litigation business and it's" -- you
10 know -- "it is not a productive sort of thing to be in
11 this litigation business.

12 And then the comment was, "Well, we have a
13 million dollars. The good news is I have a million
14 dollars. And the bad news is that I can't spend it, you
15 know, that I got to buy both cases with it."

16 And I am not sure if I made a comment
17 first or if Mr. Drescher said, "Well, we think it's
18 appropriate to communicate this to you because as a
19 practical matter the Aznarans are probably going to want
20 to talk to you about it anyway."

21 And I said, "That's probably right." And
22 then -- and I am sure there was some colloquy -- some
23 saber rattling in the process here about how they got to
24 take the money, "This is a lot of money. I don't know
25 why they think they got so much coming. My guys don't

1 really think the Aznaran case is really worth that
2 much. And we really think this is a hell of a package."

3 And I am not sure if I was thinking that
4 it is a good opening offer or if I actually communicated
5 that it was a good opening offer or not. But I don't
6 know exactly how I phrased it, but my intent was to
7 phrase it in terms of "That's not going to do it.
8 That's not going to buy it." I may have told them
9 directly that that won't settle the Corydon case alone
10 or I may have just thought it and decided not to pass it
11 on at the time. I am sure I conveyed the thought that,
12 and I think at some point in time I may even conveyed
13 the thought that it was going to take probably double
14 that, a couple million bucks to settle both of them.

15 At some point in time there was a
16 discussion about we will discuss settlement -- you know,
17 this settlement with the understanding that you are not
18 going to come back and use this in a declaration as
19 additional grounds to seek a re-entry into the Aznaran
20 case. And I agreed to that.

21 I said, "If we are going to talk
22 settlement, let's talk settlement. Let's not start
23 drafting declarations."

24 And at some point in time, I am not sure
25 if this is the first meeting or not, Quinn said to me,

1 "We are professionals here, and we are going to
2 negotiate settlement, and we are not going to be getting
3 declarations in our cases now about what they are worth
4 and all that sort of stuff." And I had -- and I had a
5 discussion like that with Quinn at some point in time,
6 but I am not tracking it.

7 There was then a discussion about -- to me
8 on the topic of where do we go from here. We got a
9 million and it's not going to do it. There was
10 discussion about Ford Greene and the Aznarans'
11 dissatisfaction, but I do not specifically recall if
12 that was at the first breakfast meeting or the second
13 breakfast meeting. It might have been a little bit of
14 both.

15 There was some comment about one of the
16 reasons why the case is worth so little was that the
17 Aznarans didn't seem to be in a strong position. That
18 Ford had essentially abandoned them that he had not
19 appeared at some of the depositions and they had seemed
20 to have dropped out of sight. I cannot seem to pinpoint
21 those conversations. They seem to be popping into my
22 memory.

23 The sausage was good. Bill liked the pork
24 products, so did I. Jack had a very healthy breakfast
25 as I understand it. I am sure there were other things

1 said, but I don't recall them as I sit here right now.

2 Q. Let me follow-up just on a few things that
3 you mentioned and see if I can probe some additional
4 recall. When Quinn said, "I have got more money," does
5 that mean that there had been a previous offer?

6 A. I don't recall if it had been an offer or
7 if we had been discussing what-ifs recommendations. It
8 seemed to me that at some point in time -- I don't
9 really know -- well, the context is this: At the lunch
10 I had at the Pacific Dining Car I told Jack that the
11 threshold was a million bucks. That once they got into
12 the millions we could start talking. But that our
13 general approach or whatever from our client was that we
14 had a certain demand out there and we weren't going to
15 bargain or negotiate or drop it. At least that was the
16 position at the time, we weren't going to drop it until
17 and unless they came up with a million. And I forget if
18 we were at 1.8 or two or whatever. And I think Jack and
19 I said what if I can get you 750 or what if I can get
20 you 600. But my response to Jack was it was our
21 understanding of the settlement position of our client,
22 Mr. Corydon, was that we are not going to drop our
23 settlement demand until you guys start talking six
24 figures. And I think --

25 Q. You mean seven figures?

1 A. Seven figures. Excuse me. So my reading
2 on that was, okay, we have got the seven figures. Quite
3 frankly my interpretation was that Jack had gone to his
4 client and manipulated his client a little bit and threw
5 the Aznaran thing in the pot to get them to budge up to
6 six figures. Seven figures.

7 Q. That was your reaction --

8 A. That was my reading that Jack had thrown
9 that in as part of his maneuvering to get his client to
10 cross the million-dollar threshold.

11 Q. That was your state of mind at the first
12 of the two breakfast meetings?

13 A. That was my state of mind at the first
14 meeting when it came up was Jack, who is a clever fellow,
15 was doing his own way of client control and that he had
16 used the -- to throw the Aznaran in the pot to get them
17 over the psychological hurdle of a million dollars.

18 And then we -- the next settlement
19 conference in court I thought -- conversations earlier
20 with the judge earlier in the day I thought we were
21 already past the million dollar mark and we were going
22 back and forth all day, and I finally found out at the
23 end of the day we took all day for them to communicate
24 to the judge what I thought was understood at the
25 beginning. So obviously somebody didn't understand

1 something and it might have been me.

2 Q. By virtue of having represented the
3 Aznarans at the beginning of their case, did you stand
4 to receive some compensation if -- regardless of whether
5 it was because of your efforts or anyone else's, the
6 case actually settled back last summer?

7 MR. WYNNE: Calls for speculation.

8 THE WITNESS: I had a subsequent -- at the time --
9 I don't want to get into communications with the
10 Aznarans, but I had let it be known that I wasn't
11 claiming any fees but I wanted the \$26,000 in costs so I
12 was expecting them to pay my firm \$26,000 we were
13 out-of-pocket.

14 BY MR. PARKER:

15 Q. Did you have any other expectation of gain
16 if as a result of the events happening at that time it
17 would lead to a settlement of the Aznaran case?

18 MR. WYNNE: Same objection.

19 THE WITNESS: That depends on time. At the time
20 of the breakfast meeting, no. I did have a subsequent
21 conversation with Richard in which he indicated he would
22 like to make things right and he asked me to set a
23 figure. And if I could conclude a rapid settlement
24 negotiation, everything, what I thought I might -- if I
25 could help him on some other things, what I thought

1 might be fair.

2 BY MR. PARKER:

3 Q. That was --

4 A. That was after the meeting.

5 Q. After both meetings?

6 A. I don't know if it was between. It was
7 after the first meeting.

8 Q. All right. Now, when Quinn said, "The
9 good news is I have a million" --

10 A. That's how I remember it. He may not have
11 actually said that.

12 Q. I understand it.

13 A. That's how I remember it in my mind.

14 Q. You are paraphrasing it.

15 A. Yes.

16 Q. When he said, "But I got to buy both
17 cases," did you understand the \$1 million to be a joint
18 offer for both cases?

19 A. Yes.

20 Q. And was there discussion about whether or
21 not it would be between the parties, namely, the
22 Aznarans and Bent Corydon and to divide that million if
23 collectively they agreed to accept it?

24 A. There are a few questions there. But the
25 discussion went something like this: "We kind of

1 project 750, 250." And I believe the inference was
2 there -- my interpretation was if either -- if Bent
3 would take the 750 or if the Aznarans would take the 250
4 that could probably be a done deal but it wasn't
5 technically part of the offer. But also Jack clearly
6 said that certainly if the parties wanted a different
7 split and could agree to it, they had no concern.

8 Q. You probably answered my next question as
9 a result of your last answer, but let me just frame it
10 very specifically. Did either Drescher or Quinn say
11 that of the million dollars not more than \$250,000 could
12 go to the Aznarans?

13 A. Oh, no, no one said that.

14 Q. Did either Quinn or Drescher say at the
15 first of the breakfast meetings that the offer was a
16 take-it-or-leave-it offer?

17 A. I don't recall that. I do not -- Quinn
18 certainly did what I considered to be the usual
19 puffing. "It is a great deal. It's more their our case
20 is worth. Our guys don't think they have got a claim."
21 Whether he put in the buzz words "take it or leave it,"
22 I do not recall.

23 When I hear that sort of stuff from a
24 lawyer, I don't even listen. I am thinking this is the
25 first offer, and this and that and this and that. I am

1 probably eating my pork products at the time.

2 Q. You probably given the same speech quite
3 often yourself actually?

4 A. Perhaps.

5 Q. I believe you said it was Mr. Drescher,
6 but correct me if I am wrong in that, but Mr. Drescher
7 said that they were communicating the offer as it
8 related to the Aznarans to you because the Aznarans
9 would probably want to talk with you anyway.

10 A. Well, that's close but not quite. My
11 recollection is Bill said that they -- I think -- my
12 best recollection is that Bill said they had no problem,
13 no problem as a practical matter telling this to me at
14 that particular meeting because they thought the
15 Aznarans would probably want to talk it over -- or that
16 I had their ear -- I had their ear on it anyway.

17 Q. Did Mr. Drescher say why he thought that
18 was the case?

19 A. No.

20 Q. I believe you said that in response to
21 Mr. Drescher's comment you said something like, "That's
22 probably right."

23 A. Yeah, I said "Sure."

24 Q. Did you tell him why that was probably
25 right?

1 A. No, unless you want to go into the further
2 conversations of the problems with Ford Greene, which is
3 part of the deal that was my understanding at the time
4 that Ford was very much persona non grata with the
5 Aznarans.

6 Q. Well, I want to go into everything that
7 was said in the meeting that you can recall.

8 A. But, I mean, you know why things are said
9 and why -- it is hard to say why. But, no, there wasn't
10 any --

11 Q. I want to be very precise. My question
12 has to do with whether you explained to Mr. Drescher and
13 Mr. Quinn why it was that you were saying, "That's
14 probably right"?

15 A. No.

16 Q. You sensed that they would understand what
17 you meant by that?

18 A. We had been together a few hours. There
19 was some history here.

20 Q. In previous occasions.

21 A. Yes.

22 Q. You said in response to the offer, "That's
23 not going to do it."

24 A. Again, I think -- now, that's my best
25 recollection of close but no cigar.

1 Q. Did you explain to Quinn and Drescher why
2 it was or how it was that you knew it wasn't going to do
3 it?

4 A. Well, I certainly didn't explain to them
5 all of the reasons why I knew it wasn't going to do it,
6 but I may have offered some.

7 And the thing that comes to my mind and I
8 am not really sure if I thought it or said it, but I may
9 have communicated my initial reaction was "A million
10 isn't going to settle Mr. Corydon." Because I knew
11 that. I knew what Bent had to net out before he would
12 accept a settlement and I knew a million wouldn't do
13 it. So my initial reaction was not even -- and I also
14 knew what Vicki and Richard wanted because they had told
15 me over the years many times. So I don't even know if I
16 got to the second step of the equation. I knew it would
17 take three agreeing parties to make that deal go, and I
18 knew Bent wouldn't go for it and I was pretty sure that
19 Vicki and Richard wouldn't go for it. Once I know Bent
20 won't go for it that's probably all I said.

21 Q. Let me take it in the order in which you
22 gave your original answer. You said that you were asked
23 to agree that the conversation would not be used as
24 additional grounds in the event there was a motion. Was
25 that a motion to reconsider?

1 A. Yes, there had been some talk and I had
2 mentioned that I was thinking that the Aznarans were in
3 need of counsel and that because of the events that had
4 occurred at Joe's first trial there had been a
5 substantial change of circumstance and waiver and we
6 were considering asking Judge Ideman to reconsider in
7 allowing us to come back into the case because the
8 claims had essentially evaporated in our view.

9 Q. You expressed that view to Quinn and
10 Drescher?

11 A. I don't think I expressed all of that. I
12 paraphrased it. I had mentioned, perhaps I mentioned
13 some of it to them before in bits and pieces. I had
14 mentioned to Quinn at the lunch I had with him -- I had
15 mentioned to Jack at the lunch briefly that I had with
16 him at the Pacific Dining Car that I was thinking about
17 doing that and Jack didn't understand very much about
18 the facts, but Jack and I think my recollection is that
19 Jack was very disdainful of the idea. Like who are you
20 trying to kid. Jack had already decided that it was not
21 going to work.

22 And I said, "Well, you know, things
23 happened that maybe you don't know all the facts about."
24 So I discussed it very briefly with Jack. And Jack had
25 given his opinion on it, which was he thought it was a

1 fairly stupid idea.

2 Q. So it is the case that you were
3 considering that possibility and in fact had vocalized
4 that.

5 A. Yes.

6 Q. And so it didn't surprise you when, I
7 forget if you said Drescher or Quinn, but that one of
8 the lawyers insisted as a condition to these discussions
9 that it not come out in a motion?

10 A. I think insisted is putting a different
11 flare on the reality. The reality is we are sitting
12 there having our pork products and we are sitting there
13 talking about settling some cases and Bill said, "You
14 wouldn't be a shit and try to use this in a declaration,
15 would you"?

16 I said, "I wouldn't be a shit. Today I
17 won't be a shit. Is that insisting, I don't know."

18 Q. You understand you had a gentleman's
19 agreement?

20 A. Yes. Not to be a shit.

21 Q. You also said that the discussion turned
22 to where do we go from here since \$1 million as you had
23 put it to them was not going to do it. I guess when I
24 heard you say that that sounded like -- well, rather
25 than my saying how I react, let me phrase it this way.

1 How was it left in terms of your communicating the
2 demand and getting it back?

3 A. I think I need to have some coffee before
4 I -- go with this grueling testimony?

5 MR. YANNY: I will get it.

6 MR. PARKER: Do you want to take a brief break?

7 THE WITNESS: Yes.

8 VIDEO OPERATOR: We are going off the record. The
9 time is 2:20 P.M.

10 (Recess taken.)

11 (The record was read as requested.)

12 VIDEO OPERATOR: We are back on the record. The
13 time is 2:31 P.M.

14 BY MR. PARKER:

15 Q. At the end of the first two breakfast
16 meetings how was it left in terms of your communicating
17 the offer in getting back to them?

18 A. I don't recall anything specific as far as
19 deadlines or time lines or anything, but I think that it
20 was more like, "Very interesting. A million dollars
21 indicates some degree of seriousness. I will be talking
22 to the folks and get back to you with something." I am
23 not sure it was anything more than that.

24 Q. Did you indicate by when you would get
25 back to them?

1 A. I don't think so.

2 Q. Were any limitations agreed to concerning
3 the extent of your anticipated discussions with the
4 Aznarans concerning the developments in that meeting?

5 A. I don't believe it was even discussed.

6 Q. For example, was there any discussion that
7 you would be limited in just communicating the offer and
8 communicating back their response as opposed to
9 counseling them as to whether or not to accept the
10 offer?

11 A. I don't think either of those -- there was
12 no discussion resembling what you have described that
13 occurred at that meeting. I don't think.

14 Q. Was there any request on the part of
15 Mr. Quinn or Mr. Drescher that you not discuss the
16 merits or the substance of the case in your
17 communications with the Aznarans?

18 A. I don't think it ever came up. One way or
19 the other.

20 Q. Was there a discussion about anticipated
21 future motion activity in the case? The Aznaran case?

22 A. I don't think that ever came up. Might
23 have been some discussion about they got a lot of
24 hurdles to clear between now and the multi-million
25 dollar verdict, but nothing particular or detailed or

1 anything. Just puffing, I think, you know that --

2 Q. Since you had been out of the case for
3 some period of time as lawyer of record, was there
4 discussion where they advised you what the status of the
5 case was, again the Aznaran case?

6 A. Discuss and advise are two different
7 things. I don't think so. I don't think so. I don't
8 recall if there might have been some comment as to when
9 the thing might come up for trial. Look like we are
10 looking at the -- Corydon is coming to trial in the
11 summer. Aznaran is sometime in the fall was the way
12 things were coming down. That was maybe part of the
13 rationale behind trying to discuss settlement in both
14 cases was that if you go to trial, let's have a short
15 time frame. That may have been behind the rationale
16 about the discussion of settlement. They got a couple
17 cases that are on their plate, but beyond that I don't.
18 And there wasn't much said about that other than maybe a
19 comment or two.

20 Q. Was any reference made to the pretrial
21 conference date?

22 A. I don't think so. It could have been
23 mentioned. Jack may have said we got a pretrial
24 conference dated this and trial of that and I was
25 probably consuming my pork products.

1 Q. Was there any reference made to the motion
2 cut-off date in the Aznaran case?

3 A. Could be but I don't recall.

4 Q. Were you told that they expected to file
5 one or more motions for summary judgment in the near
6 future?

7 A. I don't recall that topic coming up. We
8 talked about settlement expectations, whether they were
9 reasonable or unreasonable, what was done, what clients
10 wanted, practicality of settling. It was not a
11 technical sort of situation. It wasn't a group of
12 lawyers sitting down to argue -- we weren't expecting
13 the waiter to award damages to anyone at the end of
14 breakfast.

15 Q. As long as you kept eating the pork
16 products.

17 A. Yes. I think Bill ate more than I did.

18 Q. Did either Quinn or Drescher make any
19 statements concerning their willingness to negotiate
20 settlement with Ford Greene?

21 A. No.

22 Q. Was there any understanding reached at the
23 meeting that you would communicate the settlement offer
24 directly to the Aznarans as opposed to going through
25 Ford Greene?

1 A. Wasn't even discussed. Never came up.

2 Q. Was there anything said or agreed to at
3 the meeting that if you had communicated the offer
4 directly to Ford Greene instead of the Aznarans you
5 would have been in breach of faith?

6 A. No. Never came up. Nothing said on it.

7 Q. Did you communicate the offer to Ford
8 Greene?

9 A. No. Not initially. I may have talked
10 with him at some point in time, I don't recall. I
11 called -- no, I didn't. That wasn't the first place I
12 went.

13 Q. It's been testified both by Mr. Drescher
14 and Mr. Quinn that you stated that the Aznarans would
15 shortly be firing Ford Greene. Did you make that
16 statement?

17 A. Those are not the words I recall using.
18 But I did convey the thought that the Aznarans had made
19 a decision to replace Ford, that he was a lame duck so
20 to speak and that he was on his way out and that there
21 was a plan, a thought that I think Tony Wright would be
22 coming in as counsel in the near future and that that
23 was in the works. I don't know if I gave them any
24 deadline. I don't recall giving them any particular
25 time frame beyond that it was, quote, in the works.

1 Q. During the meeting did you make any
2 reference to Tony Wright?

3 A. I think so.

4 Q. What did you say other than what you just
5 got done saying?

6 A. I think I said I think he was coming in
7 the case and that Bill probably remembers Tony. I think
8 Bill was there at the deposition in Dallas where Tony
9 was representing Karen, and Tony was sitting behind the
10 table with his briefcase up doing things with his
11 hands. And then I think we were all very curious to see
12 what was going on, and so when there was an effort to
13 find out what was going on, the briefcase lid comes
14 down, and Tony was shaking turkey feet at Bill in some
15 sort of sarcastic gesture as to what he thought of the
16 deposition and the questioning. And I think that Bill,
17 there had been some reference to Tony the turkey or the
18 turkey man or some such thing.

19 MR. YANNY: It is an old Indian ritual.

20 THE WITNESS: So in the very serious tone of pork
21 products and turkey feet the discussion went on.

22 BY MR. PARKER:

23 Q. What reaction did Mr. Quinn or
24 Mr. Drescher express when you told them that Tony Wright
25 might be coming into the case?

1 A. I think Bill said, "Yeah, I think I
2 remember that turkey foot thing." Something -- that's
3 not a quote. That's my recollection. Bill might have
4 mentioned to Jack that he would fill Jack in later on
5 the turkey feet that it wasn't necessary that we discuss
6 it at that moment.

7 Q. Did they seem to welcome that
8 development?

9 A. I think they thought it was amusing. But
10 I am not sure if it was the turkey feet or the name Tony
11 Wright evoked smiles. Could have been either way. You
12 had to be there.

13 Q. Karen is Karen McRae?

14 A. Yes.

15 Q. Was there a discussion about Karen McRae
16 at the first of the two breakfast meetings?

17 A. I don't know. I mean other than Tony
18 Wright, Karen McRae's partner. We didn't discuss
19 whether she was tall or short or fat or anything.

20 Q. Did you communicate to either Tony Wright
21 or Karen McRae the settlement proposal that had been
22 made at the first of the breakfast meetings?

23 A. I believe I communicated it to Karen.

24 Q. Was that by phone or in person?

25 A. Well, it was by phone. It was by phone.

1 She being in Dallas and me being in Los Angeles.

2 Q. Did you communicate with her as one you
3 understood to have a lawyer-client relationship with the
4 Aznarans?

5 A. Yes.

6 Q. Did you speak to Karen McRae by phone
7 first or only after you had conveyed the offer to the
8 Aznarans?

9 A. Or at the same time.

10 Q. Well, that's a good point.

11 A. I put a call into either Karen or Vicki,
12 and there were a series of conversations. It seems to
13 me that at one conversation I had Karen and Vickie both
14 on separate lines or a squawk box. And then at a
15 subsequent conversation Richard called me back to inform
16 me what their decision was.

17 Q. And those telephone conversations occurred
18 between the two breakfast meetings?

19 A. Yes.

20 Q. Did you have any conversations by phone
21 with the Aznarans between the two breakfast meetings
22 where they were in Mexico at the time?

23 A. Well, I don't know is the answer. If they
24 called me from Mexico, I don't know. I thought I talked
25 to Richard when he was at the spy supply. Was it the

1 spy store?

2 MR. YANNY: Eye spy.

3 THE WITNESS: Eye spy?

4 BY MR. PARKER:

5 Q. During the summer of 1991 did you have
6 conversations with Joe Yanny on the subject matter of
7 what was going on in the Corydon case?

8 A. Well, what was going on might be a little
9 vague, but, yes, there were discussions.

10 Q. Were there discussions on that subject
11 with Joe Yanny during the month of June when the two
12 breakfast meetings occurred?

13 A. I believe so. I don't have an independent
14 recollection of it being June as opposed to July, but
15 there were discussions.

16 Q. There has been some testimony concerning
17 the first of the two breakfast meetings about the
18 possibility that Jack Quinn may have made reference to
19 Yanny I as a case that they might like to try to settle
20 in the future. Do you have any memory of that coming
21 up?

22 A. During this time period I had discussion
23 with Jack about the possibility of discussing Yanny I at
24 some part of the process. As to whether that happened
25 when I had lunch with him at the Dining Car, at the

1 first breakfast meeting, the second breakfast meeting,
2 at a phone conversation, I can't place it. But the
3 thought from Jack was they had a certain order of
4 priority. They wanted to settle Corydon first. If they
5 got Corydon wrapped up, they would be interested in
6 looking at the Aznaran situation. And if they could
7 wrap up the Aznaran situation, they would be interested
8 in looking at the Yanny I situation. That was my
9 understanding of how Quinn envisioned the process. So I
10 thought there was a potential here of being on a serial
11 sort of settlement thing. And knowing what people
12 wanted and everything I knew that there was going to be
13 some problems and everything. I wasn't operating under
14 an assumption that they would in fact settle one, two,
15 three, but that seemed to be the game plan as suggested
16 by Mr. Quinn to me. Whether, that was Mr. Quinn's idea,
17 whether that was wishful thinking or whether that was
18 his client's strategy or something, I don't know. And
19 it wasn't presented in a formal letter or anything. It
20 was, gee, wouldn't it be nice, let's talk about one, but
21 we really got to hammer one before we can get into two.
22 In the process we are interested.

23 And there was also some discussions about
24 and also depends on what Joe wants. And the usual if
25 Joe gets his head out of the clouds, if he comes down to

1 earth, if he would be real, then we can settle with
2 Joe.

3 Q. These statements by Quinn you just don't
4 recall whether they were at the Pacific Dining Car or at
5 the first of the two breakfast meetings?

6 A. Well, no, there are other possibilities
7 that I mentioned. During this time period I was having
8 communications with these people, I do not distinguish
9 in my recollection -- some things I remember
10 specifically happening at someplace, and some things I
11 remember just having happened generally. And there was
12 I recall some mention, that being one possible scenario
13 of, you know, Corydon, Aznaran, Yanny.

14 Q. Let me return full circle and at the risk
15 of asking the same question twice --

16 A. I think there might -- I am not sure but
17 there might have been some discussion about Roxanne
18 Friend, too. There was the whole thing where do we go
19 from here.

20 Q. And in that discussion of serial
21 possibilities did the Rose case come up?

22 A. I don't think so. I think I mentioned the
23 Rowe case a couple of times and I was sharply -- well,
24 the response was basically that that's the Orange County
25 Org's problem. RTC doesn't perceive the Rowe case to be

1 their problem. If I would mention the Rowe case, why
2 don't you want to settle the Rowe case too while you are
3 at it, the general response would be we don't
4 represent -- you are not talking to the right people to
5 talk about Rowe.

6 MR. YANNY: Rose or Roe?

7 THE WITNESS: Rowe, R O W E, as in Dee and Glover
8 Rowe.

9 MR. YANNY: How about Rose?

10 THE WITNESS: Ken Rose?

11 MR. DRESCHER: Mr. Parker is asking the
12 questions.

13 BY MR. PARKER:

14 Q. I am a little confused. I thought the
15 name was Rose and maybe there are two different cases.

16 A. Ken Rose?

17 Q. Yes.

18 A. There was never any discussion about Ken
19 Rose. Ken Rose did not file any lawsuits so there was
20 never any discussion with Ken Rose.

21 Q. Just the Rowe case?

22 In this period of time June 1991 did you
23 have communications with Mr. Yanny on the subject matter
24 of settling Yanny I?

25 A. Well, in a way yes, in a way no. It would

1 be what was said.

2 Q. I don't want to get into the substance. I
3 want to know the fact of whether you were communicating
4 with him or not.

5 A. It was a judgment call as to what factors
6 are involved in settling Yanny I. I think a more
7 accurate description of the topic matter was what is
8 their current attitude on settlement. And what are they
9 doing? How are they approaching it? That's the subject
10 matter.

11 Q. To the extent that some light was shed on
12 that -- let me step back try again.

13 In June of 1991 did the subject matter
14 come up in conversations with Yanny about either or both
15 of the breakfast meetings?

16 A. Subject matter. There was some reference
17 made to these meetings and conversations with Mr. Yanny,
18 yes. The subject matter was described -- the subject
19 matter not being coextensive with the entire meeting.

20 Q. I understand. Now in that meeting did
21 either Mr. Quinn or Mr. Drescher make reference to a
22 value that might be placed on motions in limine in the
23 Corydon case?

24 A. Oh, yes. I forgot about that. Mr. Quinn
25 proposed that we have some sort of almost a lottery, a

1 betting -- I forgot about this. I forgot about this.
2 Whereas they start with a certain figure, and I forget
3 the figure, and I wasn't paying attention because I was
4 eating my pork products because I wasn't taking this
5 very seriously and I thought it was almost some sort of
6 lead into something else.

7 A stated figure was going to be put out
8 there and there were six or seven motions in limine, and
9 we agreed to a price, maybe 50,000 or whatever, I
10 forget, and to the extent -- for every one that they
11 won, 50,000 or some amount would be deducted from the
12 settlement and for every motion that they won some
13 amount would be added to the settlement.

14 And my reaction was for one, the motions
15 in limine do not all have the same value as to the
16 case. And number two, I just -- no, no, a thousand
17 times no. That's too much of a caprice, too much of
18 something I don't have or that much control over. And,
19 quite frankly, if I went to the work of going through
20 all of those just because of the effort and the time and
21 the baloney, we would be a little bit less inclined to
22 settle the case and we might have a little higher
23 expectations. So, yeah, there was some sort of -- and
24 again, I almost had the thought there that Jack was
25 trying to draw me into commenting about what I thought

1 about those and which ones I expected to win and
2 expected to lose and maybe get some other view because I
3 don't think Jack really wrote them or knew much about
4 them. I think they were written by the in-house unit
5 and Bill -- I had kind of the idea that Jack was just
6 trying to get me to express to him what, if any, terms I
7 had in that regard.

8 So I just -- I declined to enter into a
9 debate as to the merits of the motions in limine. The
10 most important one was the bifurcation so -- piercing in
11 the corporate veil. There's a thought that could be put
12 aside and there was a concern and the discussion was
13 well, you know, if that piercing the corporate veil and
14 everything goes by the by, then I think as Bill
15 described it, the bad PR effect, the fear of the case
16 would be substantially lessened, because on its face if
17 you take away the upper level materials and trying the
18 evil empire and everything, if you just could put that
19 aside and tried the Corydon case on its face as to what
20 actually was suffered by Mr. Corydon, then they thought
21 that was -- you take away the fluff and the jury appeal,
22 the damages would be substantially lessened. And in
23 part of the settlement discussions they had tried to
24 remind me there was a fear that would happen, and if
25 that happened our settlement value would be weakened.

1 And I just probably took longer to explain it than the
2 whole discussion took, but I am recalling it now because
3 I had forgotten about that.

4 Q. And that was at the first meeting?

5 A. I believe so.

6 Q. And I was a little confused, was it Jack
7 Quinn who threw out this trial balloon or Bill
8 Drescher?

9 A. Jack threw it out and Bill made the
10 comment, I think, if they won that particular motion on
11 severing that would be a big win for them and that would
12 really take a lot of the jury appeal out of our case and
13 would take a lot of the settlement value out of the case.

14 Q. You used the phrase, "a stated number."
15 Did they state a number?

16 A. Yeah, but it wasn't an offer. I think it
17 was more like suppose, and I don't remember what it was,
18 but I think it was 750, 800, maybe a million. Let's say
19 we throw out 800,000 or 750 and then we -- I think it
20 probably was 750 but I don't recall, we take away 50 for
21 every one we win and -- see it was stacked because there
22 were two or three of them that were slam dunks for
23 them. That we prepared to live with.

24 Q. Then you used the phrase "We agreed to a
25 price" and I took you to mean they were describing a

1 proposal that we would agree to a price if we were to
2 agree to this idea.

3 A. Oh, no, I don't know where you got that
4 unless I was --

5 Q. You used the words "we agreed" and I
6 didn't think you meant that literally. There wasn't any
7 agreement reached?

8 A. No, no. No agreement.

9 Q. You said 50 or some amount. Wasn't it a
10 hundred thousand dollars?

11 A. I don't know.

12 Q. You described --

13 A. I rejected the whole idea out of hand well
14 into the conversation, so I humored him. That's all I
15 did on that.

16 Q. You described earlier your expectation
17 that if Aznaran settled you might get some costs
18 reimbursed as opposed to fees.

19 Did you acknowledge that to Quinn and
20 Drescher during the breakfast meetings?

21 A. I don't think so. I don't think it came
22 up.

23 Q. Did they say anything that indicated to
24 you that they were aware of that?

25 A. I don't think so.

1 Q. Is it your belief that they weren't aware
2 of that?

3 MR. WYNNE: Calls for speculation.

4 THE WITNESS: I don't think they cared, but I have
5 no belief on that one way or the other.

6 BY MR. PARKER:

7 Q. Did they say why they weren't making the
8 offer to Karen McRae who was not only the lawyer of
9 Vicki Aznaran but her sister?

10 A. No, other than the indirect -- the
11 circumstances someone spoke for themselves. We happen
12 to be at a table together. They had certain information
13 to convey. People weren't there. The Aznarans weren't
14 there. I think they would have probably even if they
15 wanted to convey the other part of the offer to somebody
16 else, if it was a joint offer, they would have conveyed
17 it to me anyway, so it was a matter of, really just a
18 matter of practicality. I happened to be there so I was
19 the audience. There was no discussion beyond that.

20 Q. Did you say or suggest that they should
21 communicate their offer to the attorney of record, Ford
22 Greene?

23 A. No. Because I had -- it was clearly my
24 understanding that the Aznarans did not wish to have
25 Ford in the loop anymore. That was my understanding.

1 Q. And you communicated that to Mr. Quinn and
2 Mr. Drescher?

3 A. No, not that directly. I don't think I
4 said they don't want him in the loop. I don't think I
5 communicated that, no. What I communicated was, when
6 they said, "The Aznarans are probably going to talk to
7 you," I said, "That's probably right." And it probably
8 was. First they went to Ford, Ford went over to Richard
9 and Richard would have called me. What are they
10 offering Bent? What are they doing? How high do you
11 think they will go?

12 Q. From what you said to Mr. Drescher and
13 Mr. Quinn, would it have been reasonable for them to
14 suppose that you would communicate this -- that you
15 would not communicate the offer to Ford Greene?

16 A. I think it would -- I think they left it
17 up to me to communicate it to whomever I thought it was
18 appropriate. And I think if I had communicated it to
19 Ford, it would not have surprised them. If I would have
20 communicated it to Vicki and Richard, it would not have
21 surprised them. I think the only thing that would have
22 surprised them if I hadn't communicated it to either of
23 them, to anybody.

24 Q. So the only limitation that was agreed to
25 was that this be off the record in the sense that it

1 couldn't be quoted in declarations later on?

2 A. Well, no, that really wasn't even agreed
3 to either. The only thing that was really agreed to was
4 the fact that they conveyed the offer to me would not be
5 used in a declaration as any kind of waiver of any right
6 that they would have to insist that I stayed
7 disqualified in the Aznaran case.

8 Like I said at some point in time I had a
9 discussion with Quinn if we are going to do settlement,
10 this is going to be pursuant to such and such, but I do
11 not believe that occurred there, and I don't remember
12 if -- recall if it happened before or after but there
13 was no agreement at this time -- no general agreement --
14 I don't think there was anyway, no general agreement
15 about there not being any declarations.

16 Q. Were you an aware that Karen McRae was
17 either going to have or had recently had a baby at that
18 time?

19 A. I am not sure when I was -- when I became
20 aware of that. I know Karen was going to have a baby
21 and I know she had a baby. As I sit here right now, I
22 am not placing that.

23 Q. She is a Texas lawyer?

24 A. That's correct.

25 Q. To your knowledge, had she litigated cases

1 in California before?

2 A. Well, as -- practically, no. I think as a
3 real matter technically she did represent herself
4 briefly in proper in Yanny I. It is a matter of
5 definition.

6 Q. Do you have any knowledge or information
7 concerning her trial experience?

8 A. Some but not a lot. I mean I have just --
9 from just talking to her I have a general feel.

10 Q. And what is that general feel?

11 A. That she works in the what you might call
12 the lower-end spectrum of the legal profession, the
13 small PI's, divorces, drunk driving, worker's comp, that
14 sort of thing.

15 Q. And same question as to Tony Wright. Do
16 you have any knowledge or information concerning his
17 trial experience?

18 A. Just secondhand. Karen at the time that
19 Karen was Tony's partner described Tony as a fairly
20 aggressive, capable trial lawyer who had tried some
21 fairly big cases. Both criminal and civil. You know,
22 hard to tell. I mean, yet, when I see him in a
23 deposition, he is waving turkey feets, but, you know, I
24 didn't --

25 MR. YANNY: Put the case on a whole different

1 footing.

2 THE WITNESS: I didn't really think I was being
3 asked to recommend or pass on anyone. I was told that
4 these people were coming into the game.

5 BY MR. PARKER:

6 Q. What did you mean earlier when you used
7 the phrase earlier "in-house unit"?

8 A. When I was talking about the motions in
9 limine and the fact that I didn't think that Jack was
10 very aware of them is that they were actually drafted by
11 Bowles & Moxon, perhaps Mr. Drescher, but I do not think
12 they were by and large prepared, I could be wrong of
13 course, but I don't think they were prepared by Jack's
14 firm, Quinn, Kully & Morrow.

15 Q. Just so the record is clear when you use
16 the phrase -- what did you say?

17 MR. YANNY: In-house unit.

18 BY MR. PARKER:

19 Q. In-house unit, you are referring to Bowles
20 & Moxon?

21 A. Not really. I was referring to the
22 in-house unit which is not necessarily Bowles & Moxon.
23 It's the paralegals over there, it's the people that
24 grind out the paper is my understanding. I could be
25 wrong.

1 Q. Did you mean to include --

2 A. I meant exactly what I said the in-house
3 unit such as it is. I think Bowles & Moxon, I don't
4 know if it was part of it or directed it. I don't
5 know. I don't care. It seemed like people over there
6 were capable of grinding out a fair amount of paper and
7 that's what I meant in the context of Jack was looking
8 for another view as to, you know, what I maybe thought
9 of it.

10 Q. You didn't mean to include Mr. Drescher in
11 that comment, did you?

12 A. No, I didn't.

13 Q. You can strike that off your list.

14 MR. DRESCHER: It wasn't on my list. The main
15 thing I got to worry about is Barry's inability to
16 recognize one foul from another but we will get to
17 that.

18 BY MR. PARKER:

19 Q. Let's talk a little bit about the Pacific
20 Dining Car meeting. I wasn't aware of that event. Was
21 that a meeting involving just the two of you, Jack and
22 yourself?

23 A. No, Jack had another lawyer from his firm
24 with him.

25 Q. David Isen?

1 A. I do not know. I don't know.

2 Q. It was a man?

3 A. I was expecting David Isen because David
4 Isen was the person I thought was working on it, but my
5 recollection was I was somewhat surprised -- I guess I
6 don't know. I was expecting David Isen and somehow it
7 seems to me that maybe it wasn't David Isen.

8 Q. It was a man?

9 A. It was a man. And I had worked with David
10 Isen on a case long ago -- I don't know who he is.

11 Q. Three of you throughout the meeting, I
12 take it?

13 A. Essentially.

14 Q. Were there any private conversations,
15 two-way where one person stepped away?

16 A. No.

17 Q. Did you bring any written materials to the
18 meeting?

19 A. No. If I had my briefcase, I had my
20 briefcase, but I didn't get anything out, look, take
21 notes.

22 Q. Were you given any materials while you
23 were there?

24 A. No.

25 Q. Did you take notes?

1 A. No.

2 Q. Did you observe either of the other two
3 gentlemen taking notes?

4 A. I am fairly certain that they did not.

5 Q. Whose idea was it to have such a meeting?

6 A. Well, I think it was a mutual sort of
7 decision. I think Jack Quinn proposed it. But I think
8 it was I think we should talk about these cases. Do you
9 think we should talk about these cases, yeah, I think we
10 should talk about these cases. Let's talk about these
11 cases.

12 Q. What were these cases, the ones you
13 mentioned earlier?

14 A. Oh, I think that Jack's call primarily had
15 to do with Corydon. I think that was -- I think that he
16 meant -- the reference was essentially meant to pertain
17 to Corydon I suspect.

18 Q. Did you go to the meeting expecting to
19 talk about a bigger settlement picture than just the
20 Corydon case?

21 A. I didn't go to the meeting with any
22 expectations whatsoever.

23 Q. Did you not --

24 A. I don't think I had ever met Quinn
25 before. I thought it was the preliminary, preliminary,

1 preliminary. We are talking pre-foreplay.

2 Q. You were expecting to talk settlement at
3 least in the broad sense?

4 A. I was expecting to talk settlement or
5 resolution in probably more of a philosophical sort of a
6 situation as one does in the very early stages.

7 Talking what-ifs and might-bes and
8 could-bes and perhapses.

9 Q. Other than family and people at your firm,
10 who else, if anyone, knew you would be attending that
11 meeting?

12 A. Don't know. I think I told Toby. Might
13 have told Rick.

14 Q. Is there a reason that these three
15 meetings, the Pacific Dining Car and the two breakfast
16 meetings did not involve Toby Plevin?

17 MR. WYNNE: Do you mean a reason as to his
18 understanding?

19 MR. PARKER: Why, wasn't she there? She is your
20 co-counsel.

21 THE WITNESS: There was a lot of reasons. Most of
22 them are none of your business, but it's just one step
23 at a time. At the particular Dining Car meeting I
24 decided, I don't want to offend anybody, but I had
25 spoken with Toby before. Toby talks more than she

1 listens. She offends people. She is so much into the
2 war she sometimes has great difficulty stepping away
3 from the war and being a diplomat.

4 I had attempted to interview Laurel
5 Sullivan as a witness with Toby and in an hour and a
6 half I got an hour and ten minutes of Toby of shooting
7 off her mouth and five minutes of Laurel Sullivan. So
8 there were a lot of reasons. It was deemed to be the
9 right thing to do.

10 Q. Deemed by you?

11 A. By me, yeah, I think.

12 Q. This was not in response to anything
13 suggested by Quinn or Drescher?

14 A. I don't think so. I think Quinn said,
15 "Let's keep it simple. Let's keep it simple." I
16 thought about asking Rick to come up. I am not sure if
17 I did or not.

18 Q. Since Rick is sitting here I won't ask why
19 Rick wasn't there?

20 A. He might have had something else to do.
21 It happens.

22 Q. As best you can recall what was said by
23 the three of you during that meeting.

24 A. The topic of the meeting was can these
25 cases be settled or are these people so angry and upset

1 and full of hate and full of cause and full of principle
2 and all of that that we can't get down to being
3 pragmatic, realistic in looking at things. Jack's pitch
4 is, "Look, I am new into this game. And I don't come in
5 here with a lot of the ideas" -- understand, as long as
6 I was into this thing with Joe in Yanny I I don't think
7 I ever had a civil conversation with Earle and I
8 certainly never had lunch or dinner with him. So this
9 was a new sort of direction in this particular piece of
10 litigation.

11 MR. YANNY: Chew the fat.

12 THE WITNESS: Pork products. So it was somewhat
13 of a novel concept. I mean there was a time when
14 whenever there was a car parked outside my house for a
15 few hours, I was wondering if it was private
16 investigators. So, you know, maybe it was and maybe it
17 wasn't. It could have been a lot of things, but that
18 was the general atmosphere of this whole thing for
19 several years. And to sit down and discuss things like
20 that, everybody was so paranoid, God, there has got to
21 be a trap, a triple trap, spy versus spy, paranoia.

22 Q. We will be able to tell you today because
23 we are producing the surveillance photos.

24 A. Shoot, in the first trial there were
25 photographs into my car done by PA's in evidence. So

1 there was a time when I was upset about that intrusion.
2 Doesn't bother me anymore. In that atmosphere this was
3 sort of, "Hi, I am Jack Quinn. And if -- anything that
4 you are angry about, I didn't do. Anything that you
5 have heard about me is probably wrong. I have no ax to
6 grind. I have -- I am not -- I am coming in here trying
7 to be the lawyer, the professional. I am not got up in
8 principle. I don't need the practice. I don't need the
9 practice. I don't need to perpetuate trials to get my
10 hourly rate. I don't need -- I have no hidden agendas
11 here."

12 MR. YANNY: To quote somebody, he wasn't above
13 rising above principle.

14 THE WITNESS: I don't know where that came --
15 maybe --

16 MR. YANNY: It's another famous lawyer in town.

17 THE WITNESS: In any event, so that was the
18 situation, "What can we do, Barry?" And I don't think I
19 had met Jack before, I had met David Isen a couple
20 times. And I don't think this was David Isen, but that
21 was the general thing. What can we do? What can we
22 do? What can we do?

23 And I puffed the Corydon case a little bit
24 and I gave them the party line about how much it's going
25 to be -- we got a good case and it's going to be a

1 public relations disaster. We are going to do this and
2 we are going to do that. And, you know, Toby's out
3 there and she really likes all this sort of stuff and
4 might cause a lot of bad press and all the reasons why
5 they shouldn't settle the Corydon case.

6 And then -- what's it worth? And then and
7 I think what's it worth in terms of damages to Bent.
8 What's it worth in terms of your people avoiding this
9 litigation. And I think that's where the conversation
10 was kind of like well, we got to be tight -- your client
11 has to understand that we are talking million, a million
12 dollars plus. I don't know if I -- at some point in
13 time Bent authorized me to make a 1.8 demand and I am
14 not sure if I put that out there or not. 1.8, 1.2. I
15 don't really know the sequence. But the focus was this
16 is a substantial case. We can try it if we have to.
17 And do we have to?

18 And Jack did, you know, the counter was,
19 you know, these are stubborn people of principle. They
20 don't like to pay any money. And they don't -- they
21 can't -- they can't be paying the people who are
22 attacking them and they can't be rewarding this kind of
23 behavior, and they think that Corydon is this and that
24 and this and that. Barry is a very bad human being and
25 Toby Plevin is a very bad human being and there we have

1 it.

2 I think as we left the meeting I think
3 there was a thought -- I don't think we left with the
4 thought that we would be resuming discussions. I think
5 it was kind of left where do we go from here but without
6 any firm commitment. And I may have called Jack a
7 couple times because I wanted to have -- always want to
8 explore the possibility of settlement. If there is a
9 possibility of having a dialogue, let's have it.

10 BY MR. PARKER:

11 Q. Did the Aznaran case come up during the
12 conversation that day?

13 A. Not that I recall.

14 Q. Did the Yanny I case come up?

15 A. I don't recall. Not that I recall, no.

16 Q. Any reference to Ford Greene during the
17 meeting?

18 A. No.

19 Q. Between the Pacific Dining Car lunch
20 meeting and the first of the two breakfast meetings, did
21 you have any telephone conversations with Jack Quinn?

22 A. I am sure I did.

23 Q. In any of those telephone conversations
24 did either of you mention the Aznaran case?

25 A. Possibly, but I don't recall anything

1 specific.

2 Q. Do you have any notes of such
3 conversations?

4 A. No.

5 Q. At any time before this year did any
6 Scientology lawyers either make an express or overt,
7 excuse me, an express or even a subtle threat or
8 suggestion that they might try to use certain negative
9 information concerning you against you?

10 A. No. Never.

11 Q. Did it ever come up in conversations with
12 Scientology lawyers that they had some awareness of any
13 shall we say encounters with the police that you might
14 have had?

15 A. No. No. The only thing that ever
16 happened was a private investigator showed up at my
17 ex-wife's house and told her that they were going to be
18 monitoring the divorce proceedings.

19 Q. And you learned about that how?

20 A. From her. Another example of why I was a
21 completely unfit husband.

22 Q. So is that the only instance you can
23 recall whereby words or conduct someone on the
24 Scientology side suggested the possibility that they
25 might try to exploit past problems?

1 A. I don't know if they tried to exploit it
2 or not. They were -- they contacted my ex-wife at a
3 time when she was definitely not a member of the Barry
4 Van Sickle fan club and indicated they might be willing
5 to cause her some dismay. And probably knowing that she
6 has a rather amplifying effect and one part of dismay
7 caused to her results in 30 parts of dismay bounced in
8 my direction. And they might have known that.

9 Q. In 1991 did you have any conversations
10 with Jack Quinn about employment prospects elsewhere, by
11 elsewhere I mean other than Cummins & White?

12 A. In 1991. I don't think so except at one
13 point in time and this is just -- we were negotiating
14 the fine points of the Corydon document, they were
15 putting things in there that would really create me
16 problems if I was trying to put a resume together,
17 because I would literally be unable to tell prospective
18 employers what I had done with about three years of my
19 life. And I mentioned and I said I didn't want it, and
20 they said, "Well, why do you care?"

21 I said, "Of course I don't know I might
22 not live at Cummins & White forever, and if I sign this
23 agreement, if I want to go out and find a job, I will
24 literally be prohibited from telling people in other
25 firms what I have done in my legal career. Instead of

1 being a stepping stone or some such thing all of a
2 sudden I got this void." I don't think that's what you
3 are looking for, but that sort of thing.

4 Q. Did it ever come up in your conversations
5 with Quinn or Drescher that they suggested they wanted
6 you out of the Scientology litigation business?

7 A. I don't want to be cute here but as you
8 phrased the question the answer is no.

9 Q. You are being cute. So, but it's okay. I
10 enjoy the challenge.

11 A. Because Bill and Jack didn't give a damn
12 and probably just as soon have me in there as anybody
13 else but there was a reference at one point in time that
14 in talking about turning over documents and the working
15 libraries and stuff and the documents produced, that
16 there was a comment made that their client would just as
17 soon see me doing something else besides suing
18 Scientology every other day.

19 Q. You used the phrase that I am not
20 acquainted with. "Working libraries," what is that?

21 A. I don't know. I was -- that was a dispute
22 that was ongoing in the -- and I don't -- there is some
23 point here which we are getting into a settlement
24 agreement and I assume if Church of Scientology has any
25 objections, I can -- they can voice them. There was a

1 point in time where there was discussions as to what
2 documents were going to be turned back over to them.

3 MR. DRESCHER: On that point you can go ahead and
4 finish your answer bearing in mind what the settlement
5 says about the confidentiality of the specific terms.
6 So far you have just put it in the context.

7 THE WITNESS: There was discussions about between
8 I think Mr. Drescher and Toby as to documents coming
9 back and what documents being produced in litigation,
10 what's produced and what wasn't and there was -- one of
11 the phrases that was used in some of those discussions
12 was working library.

13 BY MR. PARKER:

14 Q. That's not your phrase, that's their
15 phrase?

16 A. That's actually Toby's phrase.

17 Q. Working library refers to documents that
18 would be turned back over?

19 MR. DRESCHER: I will object on relevance as well
20 as getting into the content of a confidential
21 agreement.

22 THE WITNESS: It was an attempt by Toby to
23 distinguish what she had from other sources as opposed
24 to what she obtained -- It was an attempt to draw a
25 distinction between documents, Scientology-related

1 documents that Toby Plevin had acquired from other
2 sources and distinguish them from documents that she had
3 acquired in discovery and in connection with the Corydon
4 case. It was jargon. I will point out that within the
5 same -- well --

6 BY MR. PARKER:

7 Q. Did working libraries come up in any
8 discussions regarding settlement of the Aznaran case?

9 A. No.

10 Q. Did it come up in the context of
11 discussing settlement of Yanny I?

12 A. Never got that far.

13 Q. Have you had discussions with the lawyers
14 from Scientology about including in the concept of
15 working libraries materials obtained from Joe Yanny?

16 A. Never came up. Other than perhaps to
17 indicate that -- in general that anything I got from any
18 other source wasn't included.

19 Q. Only that which you generated?

20 A. No. Only what I had in my file in the
21 Corydon case which was virtually we are talking about
22 maybe four feet of shelving space since Toby had most of
23 that.

24 Q. But the working libraries --

25 A. That was not mine. We are talking Toby's

1 working library not mine.

2 Q. You were talking both of you?

3 A. No. I was talking Toby's. I used the
4 phrase -- I don't consider myself to have a working
5 library.

6 Q. Is that what you told them?

7 A. No. Nobody asked. Never came up.

8 Q. So the bargaining was over the working
9 library of Toby Plevin not you?

10 A. No, it wasn't bargaining. It was really
11 an after-the-fact question as to what certain terms
12 meant or didn't mean.

13 Q. I am sorry.

14 A. Maybe it came during discussions.

15 Q. I am sorry?

16 A. It might have come up before as a buzz
17 word.

18 Q. Come up during what period of time?

19 MR. DRESCHER: Your Honor I object on the basis of
20 relevance. We are so far away from Mr. Van Sickle's
21 meetings with Jack I have lost track.

22 JUDGE JOHNSON: I do find this extraneous.

23 MR. PARKER: That's why I am asking when these
24 conversations took place, because if they took place
25 smack dab in the middle of June that's a different story

1 than if they took place six months later.

2 THE WITNESS: I am not the judge here but I did do
3 other things in June besides talk with Mr. Quinn and
4 Mr. Drescher on other cases and things that really had
5 no bearing.

6 As far as when it came up, it came up on
7 just a few occasions. Mostly when we were trying to
8 work out the real fine points of the Corydon case.

9 BY MR. PARKER:

10 Q. Let me put it this way. Between the
11 Pacific Dining Car lunch meeting and the second of the
12 two breakfast meetings and including those two bookend
13 events, was there any discussion about working
14 libraries?

15 A. No. No.

16 Q. Have you ever discussed with Scientology
17 lawyers the possibility that you yourself might have
18 claims against church entities or people associated with
19 them for conduct or wrongs committed against you?

20 A. No.

21 Q. In any conversations with Scientology
22 lawyers have you discussed the possibility of settling
23 potential claims you might have against church entities
24 or people affiliated with them?

25 A. No. No.

1 Q. If you had been able to negotiate a
2 settlement of the Aznaran case in June as the
3 circumstances existed at that time, did Toby Plevin
4 stand to benefit in any way?

5 A. I don't think so, no. Although there was
6 a general understanding that if necessary Toby would
7 help, and I think Vicki and Richard, it was their
8 general understanding they would not have anything
9 written or that required them but that they would do
10 right. And if Toby had demonstrated a contribution to
11 the settlement, I suspected Vicki and Richard may have
12 compensated her.

13 Q. For her efforts in connection with the
14 settlement as opposed to anything in the past?

15 A. Yes. Or the settlement or the motions or
16 anything. For things that were perspective. We are
17 talking about if if if if if if if if if if. But if -- if
18 she would have done some of the oppositions and the case
19 would have settled, I think Vicki and Richard might have
20 compensated her. But there was no understanding in
21 place that she was going to be given a certain
22 compensation if that case settled.

23 Q. So the expectation as opposed to an
24 understanding would have been keyed to some performance
25 on her part?

1 A. We weren't looking at it that way. Toby
2 wasn't looking at it that way. We were looking at
3 getting over a hurdle. Toby's view is help the
4 Aznarans. If it helps the Aznarans and they get a
5 settlement, then there -- I think it would be inaccurate
6 for me to answer no to your initial question as phrased
7 which was were there any expectations it would have been
8 to her benefit. It might have been to her benefit
9 because if things would have gone unfairly I think the
10 Aznarans would probably have done something for her.
11 Maybe, maybe not.

12 Q. You spoke of having I think you used the
13 figure \$250,000 worth of time in the Aznaran case from
14 before?

15 A. I haven't used that figure in the
16 deposition.

17 Q. Maybe it was in a declaration. I had
18 that number in my head. Is that substantially
19 accurate?

20 A. That is substantially accurate and what
21 you are using something, information that I provided to
22 you in an interview.

23 Q. No. It was in a declaration?

24 A. A declaration? I do not think so.

25 MR. DRESCHER: If so, it is a new one on me.

1 BY MR. PARKER:

2 Q. I may be mistaken.

3 A. I think our firm has on the books about
4 \$236,000 worth of time at a particular rated and another
5 about \$26,000 for out-of-pocket expenses for depositions
6 and plane fare because there was a lot of travel to
7 Dallas.

8 Q. Was Toby Plevin involved in the early
9 stages of the Aznaran case?

10 A. No.

11 Q. At any time before you were disqualified
12 in that case did Toby Plevin become involved?

13 A. Not that I know of. I am not even --
14 involved. Not that I know of.

15 Q. Did she render services to the Aznarans
16 during the time Ford Greene was the attorney of record
17 up through July 1991?

18 A. Very possibly.

19 Q. Did she ever tell you that she had?

20 A. She may have.

21 Q. But any compensation that might have come
22 to her if the Aznaran case had settled would have only
23 been for perspective work; is that correct?

24 A. I don't know. It would have been "Toby, I
25 got a good settlement. Gee, you are a good person and

1 you did some work. We need to be fair. What do you
2 think would be fair?" You are drawing lines in the
3 sand.

4 Q. In the month of June or the month of July
5 1991 did you have any meetings or telephone
6 conversations with anyone from Bowles & Moxon?

7 A. How the hell would I know?

8 Q. Well, that's actually a pretty good
9 answer. Why don't we take the people who are up front
10 in the case, Moxon and Bartilson and Kobrin. Let's just
11 take these three. Did you have any telephone
12 conversations or meetings with any one of those three in
13 June or July 1991?

14 A. Same answer.

15 Q. How would you know if you were talking to
16 Bartilson?

17 A. How would I know if I met him then. You
18 are dealing with people -- there was a time I got things
19 messengered from Bowles & Moxon almost on a daily
20 basis. I would run into them in depositions, Laurie
21 Bartilson quite a bit. Now Moxon I haven't seen in
22 quite a while. Again, these are not the only cases in
23 my life. There are other things, there are other pieces
24 of business. I deal with these people on a regular
25 basis. I don't know if I had depositions in the Rowe

1 case or the Roxanne Friend case during that time
2 period. I don't recall who was -- we had so many
3 settlement discussions we were down in court. On Ben's
4 case. I don't recall Moxon wasn't there. Kobrin is a
5 nonentity as far as I am concerned. She came in late in
6 the game and I think she has been present at a couple of
7 depositions. Laurie Bartilson is basically the same
8 way. She is not a player from my perspective.

9 Q. So is that a long winded way of saying you
10 don't remember if you had such conversations?

11 A. It is a long winded way of saying I think
12 it's a stupid question.

13 Q. Well, that's unfortunately not a real good
14 answer.

15 JUDGE JOHNSON: Shall we take a break? Are we
16 deteriorating? Let's take a five-minute break.

17 MR. PARKER: We can take the break but I am going
18 to come back and put the question again because I do
19 expect an answer.

20 JUDGE JOHNSON: I am not saying you can't. I am
21 just saying I think we need a little stretch.

22 VIDEO OPERATOR: We are going off the record. The
23 time is 3:20 P.M. This is the end of tape No. 1 in the
24 continuing deposition of Mr. Barry Van Sickel.

25 (Recess taken.)

1 VIDEO OPERATOR: We are back on the record. The
2 time is 3:40 P.M. This is the beginning of Tape No. 2
3 in the continuing deposition of Mr. Barry Van Sickel.
4 BY MR. PARKER:

5 Q. Do you have the question in mind that I
6 asked before? Maybe you can give me a short answer.

7 A. Yeah. As far as meaningful conversations,
8 I doubt it because one of the ground rules I had when I
9 was involved in most, a lot of this stuff was that I
10 never, I tried to avoid dealing with Bowles & Moxon. I
11 even have taken that position in depositions, send a
12 real lawyer.

13 I had -- recently I have finally developed
14 some dialogue or ability to communicate with Laurie
15 Bartilson to a limited extent, but I have never had any
16 meaningful conversations with any of the people of
17 Bowles & Moxon. My negotiations, my discussions and
18 everything have taken place with outside counsel.

19 Q. Let's talk about the period between the
20 two breakfast meetings. As I understand it you had a
21 few telephone conversations with Jack Quinn?

22 A. Well, I remember one. Might have had
23 more.

24 Q. Did you have any with Bill Drescher in
25 that time frame?

1 A. I might have. It might have been about
2 other cases.

3 Q. Let's narrow it to did you discuss
4 settlement of the Aznaran case by phone with Bill
5 Drescher between the two meetings?

6 A. I don't think so.

7 Q. Same question as to Jack Quinn?

8 A. Did I talk settling the Aznaran case with
9 Quinn between the two meetings?

10 Q. Yes.

11 A. Yes, I did.

12 Q. What did you say to him and what did he
13 say to you?

14 A. I called Jack, and I told him that it was
15 going to take quite a bit more to settle the Aznaran
16 case. And I am not recalling now if I -- if I made a
17 demand of 1.5 million or 1.6 million or if I simply told
18 him that we would need to structure a deal that would
19 net out the Aznarans \$1 million and then the Church of
20 Scientology would have to pay attorney's fees and costs
21 on top of the million. My recollection is I did the
22 latter. If we could structure a deal where everybody
23 would be happy and attorney's fees and costs as long as
24 it would net out the Aznarans a million bucks, that's
25 what it would take to settle the Aznaran case.

1 Jack said, "There is no way in hell my
2 clients are going to pay the Aznarans a million
3 dollars. In fact, I think it would be
4 counter-productive at this time to even bring it up."
5 In fact, I think Jack mentioned, I think Jack even
6 said, he did eventually say, I am not sure if he
7 said it then, Jack said, "I regret even putting the
8 Aznarans in the equation now. It is just going to
9 complicate things. It doesn't look like we are going to
10 be able to settle the Aznaran case. So let's focus on
11 Corydon."

12 Q. When you made the counter for the Aznaran
13 case, were you taking into account the fee claim that
14 Ford Greene would make?

15 A. Yes. Yes. The deal was we have -- I said
16 basically I think the lawyers might, we can deal with
17 the fees but everybody -- it would have to be a deal
18 that everybody could sign off on. And it would be an
19 agreement that would compensate the lawyers in whatever
20 they had agreed to take, knowing at that level it is
21 always negotiable to get a million-dollar settlement.
22 And the costs and would net the Aznarans a million
23 bucks. That has a way of demanding 1.5 and I didn't
24 know what Ford would take or wouldn't take and I didn't
25 know all the costs, but the authority I had from Richard

1 was net me out a million. That's the demand. And that
2 gives some slop. You get something when you can talk
3 about what the lawyers take and everything. So, yes, I
4 at that point in time Ford would have to be consulted
5 and sign off on the deal and then whatever he agreed to
6 take --

7 Q. Did you consult him before you made the
8 offer?

9 A. Ford?

10 Q. Yes.

11 A. No.

12 Q. Did you have any idea what it would take
13 to satisfy him?

14 A. I had an idea as to what it should take to
15 satisfy Ford.

16 Q. I understand. That's a different --

17 A. I didn't have an idea to what it would
18 take, no. I didn't perceive Ford to be in a very strong
19 bargaining position.

20 Q. Jack Quinn's time records show -- let me
21 step back.

22 Jack Quinn has responded to a subpoena
23 with a privilege log among other things, and on the
24 privilege log he identifies notes described "Attorney
25 impression of telephone conversation with Barry Van

1 Sickle." And the date is June 12, 1991. Is there any
2 way for you to say whether or not you had a conversation
3 on that date with him?

4 A. No. Other than is that between the two
5 meetings?

6 Q. Yes, it is.

7 A. I cannot place it with any more
8 specificity than that, in between the two meetings.

9 Q. Were there any discussions with Drescher
10 or Quinn between the two meetings regarding the status
11 of the Aznaran case?

12 A. I don't believe so.

13 Q. Any discussion in that time frame with
14 either one of them about future motions that the church
15 might file?

16 A. I don't think so. I don't think I had any
17 discussions with Bill Drescher because my recollection
18 was that Jack was expressing frustration to me that he
19 wasn't able to get Bill's ear; that Bill was out of town
20 or Bill was involved in something else.

21 And one of the reasons I would frequently --
22 I would put a call into both Bill and Jack and just hope
23 that one of them would return my call. I didn't have
24 any discussions about the merits. We didn't discuss the
25 merits or value. We talked only what people might be

1 willing to pay or not pay or accept.

2 Q. Let's talk about the second breakfast
3 meeting. Just the three of you?

4 A. Yes.

5 Q. Same place?

6 A. Different table. Same pork products.

7 Q. Approximately the same length of time?

8 A. Don't know. Don't know. Seems like the
9 second one was shorter. Jack had a meeting, I think,
10 and he had to go. And it was -- seems like it was
11 shorter.

12 Q. As you prepared to go to that meeting,
13 what was your assessment of the situation relative to
14 the prospects of settling the Aznarans case?

15 A. Basically none at that time. That there
16 might be a possibility of taking some more steps, but we
17 were a long ways away. A long ways away.

18 Q. Did you know as you went into the second
19 breakfast meeting that the Aznarans had in fact already
20 fired Ford Greene?

21 A. I don't think so. I don't think so.

22 Q. The substitution of attorney reflects that
23 it was mailed according to the proof of service on the
24 14th of June. Did I get that right?

25 MR. DRESCHER: Yes, I believe so.

1 BY MR. PARKER:

2 Q. And the breakfast meeting apparently was
3 the 20th of June. Does that in any way help you recall
4 that as you went into the meeting you knew that he had
5 been substituted out?

6 A. It's meaningless to me.

7 Q. Was your understanding or expectation as
8 to Ford Greene's position as attorney of record in the
9 Aznaran case any different as you approached the second
10 breakfast meeting in contrast to the first?

11 A. I think there had been some confirmation
12 along the way that what -- my expectation was roughly
13 the same. That he was on his way out. I think that
14 there had been some discussions confirming that. So if
15 it was a 75 or 80 percent or 95 percent certainty
16 before, my expectation or understanding changed by a
17 couple notches on the probability scale.

18 Q. During the meeting were any documents
19 exchanged?

20 A. Yes.

21 Q. What documents?

22 A. If this is the meeting I am recalling,
23 Mr. Drescher gave me a draft of a proposed settlement
24 agreement in the Corydon case.

25 Q. Had you expected to receive one as you

1 prepared to go to the meeting?

2 A. Yes. My understanding was that a purpose
3 of the meeting was to review the document in some detail
4 at the meeting. That didn't happen.

5 Q. Why not?

6 A. I don't know. I think -- I have my
7 theory. At the end of the meeting Bill showed me a
8 document and my response to Bill was, "I don't think
9 this is the deal." I think there are some things we
10 didn't deal with and there was some discussion, well,
11 this is what my client wants and, you know, if your
12 client wants something else, we have to get down to some
13 hard bargaining.

14 I was surprised by some of the stuff in
15 the agreement and my notion is that it was given to me
16 late in the meeting so that we could have breakfast and
17 then knowing that it wouldn't have done any
18 particular -- it wouldn't have served any purpose to go
19 over that agreement at that breakfast.

20 MR. YANNY: Would have ruined the digestion of the
21 pork products.

22 BY MR. PARKER:

23 Q. Let me understand, you said something
24 about the deal. Did you have an expectation that there
25 was an agreement in principle as you went into the

1 meeting?

2 A. I don't really -- I must have. I don't
3 recall. But I think we had some understanding of some
4 parameters. Maybe not a final deal but some
5 parameters. If there were only -- my recollection is
6 there were only two such meetings. I think at the
7 second meeting Bill gave me a draft of the settlement
8 agreement in Corydon.

9 Q. Your memory was it was later into the
10 meeting --

11 A. It was at the end.

12 Q. And you took a quick look and immediately
13 saw the problem?

14 A. I said, "Bill, this isn't the deal."

15 Q. As he handed you the draft settlement
16 agreement, did Bill Drescher say anything to you?

17 A. I am sure he did. But I don't recall.

18 Q. Did he say something about your
19 involvement in future litigation with the Church of
20 Scientology?

21 A. No.

22 Q. During that meeting at some point did one
23 of the lawyers for the Church of Scientology say words
24 to the effect, "I know it is not ethical but my client
25 desires that you not be involved in the Scientology

1 litigation business"?

2 A. Not exactly that but close. And here is
3 kind of how it went down. Bill was relating how he had
4 spent the entire day up until the wee hours of the
5 morning working out this draft with his client and how
6 it had been tremendously difficult to get all the people
7 to sign off and agree on it. And how there was great
8 reluctance to settle the case and how the client was
9 very unhappy about the amount of money and how there was
10 great reluctance and no consensus and all of that. And
11 at the end of that spiel then, "My client isn't very
12 happy about, you know, paying you and Toby a lot of
13 money and having you stay in the game and suing them."
14 But Jack and I both told him that it's against the code
15 to even suggest anything so they know, the client knows
16 that they have to live with it.

17 Q. Was that said to you before he handed the
18 settlement agreement to you?

19 A. Or a second after. I don't know. I think
20 it was slightly before, during the process, but I hate
21 to fail this memory quiz but --

22 Q. Did you react to that comment?

23 A. Not in particular.

24 Q. Let's draw back and let me ask you in
25 narrative fashion as I did in the case of the previous

1 two meetings if you can tell me, as best you can recall
2 now, what was said during the meeting?

3 A. The second meeting?

4 Q. The second breakfast meeting. And you
5 don't have to repeat anything you have told me up to
6 now.

7 MR. YANNY: Forget the pork products too.

8 THE WITNESS: I think we mostly discussed the pork
9 products the first meeting. I think we all dined
10 somewhat more sensibly the second meeting.

11 MR. YANNY: Bran.

12 THE WITNESS: I don't -- my understanding of the
13 second meeting was it was supposed to be a roll up the
14 shirt sleeves, nuts and bolts meeting, starting with
15 breakfast and continuing on through the morning if
16 necessary over the specific deals in the Corydon thing.
17 It became apparent to me early in the meeting that that
18 wasn't going to happen. So there was a lot of chitchat,
19 a lot of time filling. I was kind of wondering what the
20 hell was going on. Because what I thought was going to
21 happen, me getting the document, didn't happen. So I
22 think a lot of what happened there didn't strike me as
23 particularly memorable.

24 I do recall the comments that I have
25 indicated. I do recall me saying something to the effect,

1 well, "Is there any chance of some movement, rekindling,
2 starting, what's the deal with the Aznarans? Can we
3 focus our attention in that direction?"

4 And Mr. Drescher and Mr. Quinn indicated
5 that they thought the Aznarans were somewhat foolish to
6 take the \$250,000 offer so lightly. They should take
7 their money and run. And that since they had rejected
8 it, it was not technically on the table. And there was
9 also a comment. "Well, if they would actually take it,
10 we probably go back to the client and get the 250, but
11 as of now there isn't even 250 on the table for them to
12 take."

13 After Mr. Drescher handed me the document,
14 I said, "Bill, this isn't the deal."

15 He said, "Well, this is the product of a
16 lot of work and a lot of people are involved and we
17 obviously have some difference of view on this so now
18 what needs to happen is you need to exercise some client
19 control and we need to exercise some client control and
20 hammer out something that's final and agreeable." I am
21 sure that other things were discussed but that's really
22 about all I am recalling of the meeting as I sit here.

23 Q. There has been some testimony that there
24 was discussion concerning the fact of the firing of Ford
25 Greene and the reasons therefore. Do you have any

1 memory at all of discussing it in the context of he has
2 been fired, why did that happen?

3 A. Well, I think there was some discussion
4 about that. I think there was also some discussion
5 about that at one of the settlement conferences that we
6 had at the courthouse at about the same time period, and
7 the two discussions are somewhat running together in my
8 memory. But I remember -- at those two occasions, and I
9 don't -- and this was at the settlement, I think the
10 first settlement conference at the courthouse after the
11 two meetings and at the meeting too. There was some
12 discussion why did they fire Ford Greene and, you know,
13 wasn't doing the job. There were a lot of problems with
14 him. They were unhappy. Time to bring in a fresh
15 horse.

16 I believe that somebody asked me at the
17 courthouse -- and this is real -- I think somebody
18 asked me at the courthouse if Joe was behind the
19 Aznarans firing Ford Greene. And I said no. I kind of
20 laughed a little bit at that particular suggestion, but
21 I think it was suggested by someone or I was asked at
22 some point in time if Joe was behind it. Consistent
23 with their theory from time to time that Joe controls us
24 all.

25 MR. YANNY: Telepathically.

1 BY MR. PARKER:

2 Q. During the meeting, the second breakfast
3 meeting was there any reference made to motion activity
4 in the Aznaran case?

5 A. I think I might have mention again my
6 thought of coming back in the case, and in that context
7 perhaps, you know, a few seconds ran through the litany
8 of problems with Ford, why they should take that motion
9 seriously, but as far as -- no, as far as a lot of
10 motions coming in, no.

11 Q. Did it seem to you from what Quinn and
12 Drescher said at the second breakfast meeting that their
13 motivation for settling the Aznaran case was less than
14 it seemed to have been earlier that month in the first
15 breakfast meeting?

16 A. That would be a complete value judgment on
17 my part, but I don't think so.

18 Q. I am asking for your state of mind at the
19 time, not in retrospect.

20 A. Well, my state of mind in the first
21 meeting is that Quinn was using it to jockey more
22 authority from his clients. And a place to start and a
23 way of offering a million dollars, what I thought was
24 really a disguised offer. It is a way of offering a
25 million dollars without really offering a million

1 dollars. You offer it and put a kicker in so that
2 allows you to go in the first step in the negotiations
3 by drawing out the condition which is the Aznaran case.

4 I thought they were serious about seeing
5 if they could get a deal, a fire sale on the Aznaran
6 case. And I thought that maybe after Corydon would
7 settle and at that point in time it might develop into
8 future negotiations. But it was my initial view that --
9 well, Quinn was maybe very serious about it and while
10 maybe I could run them up to maybe 6, \$700,000 or
11 \$800,000 with the view that the Aznarans or their demand
12 at a million expressed to be a firm demand, I guess I
13 wasn't paying a lot of attention because I had a pretty
14 good idea they weren't going to come up to a million at
15 that stage in the game. That any million-dollar offers
16 would have to be closer to the eve of trial.

17 Q. 250 to you seemed like a fire sale?

18 A. Well, seemed like a decent -- it is a
19 decent opening offer but it's not -- that would be a
20 better settlement for the Church of Scientology than for
21 the Aznarans.

22 Q. And they told you at the second breakfast
23 meeting that even the 250 was no longer on the table?

24 A. Technically but they could get it if it
25 would do the deal.

1 Q. During the meeting did they tell you that
2 they had filed about this much paper, had served it the
3 day before, putting it in the mail. Did they tell you
4 about that?

5 A. No. No, I remember finding out about
6 that, I believe, from Vicki or Richard and I remember I
7 was surprised that it happened.

8 Q. Surprised that you weren't told at the
9 breakfast meeting what they had done?

10 A. Oh, I wasn't surprised.

11 Q. Why are you used to those kind of things?

12 A. Yes, quite frankly. Unfortunately goes
13 with the turf.

14 Q. So when did you find out that they had
15 filed a motion for summary judgment in the Aznaran
16 case?

17 A. Soon afterwards. I am not sure if it was
18 Toby Plevin, Vicki or Richard who told me but somebody
19 told me very soon thereafter that they had fired Ford
20 Greene and were hit with these particular motions.

21 Q. Now the person who made the comment --

22 A. I also remember another thing that Bill
23 Drescher said now I think at the second breakfast
24 meeting. Bill, and this could have been at the first
25 maybe second, Bill was very convinced they had an

1 absolute defense to the case and they had a lot of
2 confidence in the theory that because the Aznarans had
3 not tendered the \$20,000 back or something in the loan,
4 because the Aznarans had taken this loan of \$20,000 and
5 signed a release, that they could not even put a case
6 on. They would sit there and let the Aznarans put a
7 case on, they would put no case on and they would
8 nonsuit them on just the tender.

9 And I said, "Bill, I think it's more
10 complicated than that. There are some issues of fact
11 and my experience has been that those kind of technical
12 defenses don't usually work."

13 And Bill's response was "Read the cases."
14 But as far as defenses, motions, that sort of thing --
15 that's the only thing -- I recall no statute of
16 limitations, discussions or anything like that, but I
17 remember that there had been -- the view had been expressed
18 I believe by Bill they had an absolute defense to the entire
19 case because the Aznarans had refused to do the A, B and
20 C's to rescind their settlement agreement.

21 Q. After the second breakfast meeting did the
22 Church of Scientology lawyers ever again make an offer
23 on the Aznaran case?

24 A. Not to me.

25 Q. Did you have settlement talks with them

1 after the second breakfast meeting?

2 A. On the Aznaran case?

3 Q. Yes.

4 A. I do not believe so.

5 Q. Going back to something you said that
6 occurred at the second breakfast meeting, the idea that
7 they couldn't ask you not to be involved in future
8 litigation with the church. You may have said it, but
9 who is the person who made the comment?

10 A. The comment was made by Mr. Drescher in
11 the context of my client understands. My client wants
12 this. My client wants that. My client has difficulty
13 accepting the situation. My client has difficulty
14 paying Mr. Corydon any money. My client has difficulty
15 settling and dealing with you people. To have you come
16 back again sort of comments.

17 But because Jack and I had both told him
18 that that's ethically required that they can't do
19 anything about it, that they are coming to reluctantly
20 accept it. The comment was principally made, I believe,
21 by Mr. Drescher and Mr. Quinn joined and said, "Yes, we
22 have had that discussion with our principals."

23 Q. You people you understood to refer to
24 Corydon's lawyers, yourself and Toby Plevin?

25 A. Yes.

1 Q. In 1991 did you interview with an Orange
2 County law firm among whose lawyers was a former partner
3 of Jack Quinn?

4 MR. DRESCHER: Objection; I don't see the
5 relevance on this.

6 MR. WYNNE: Objection; vague and ambiguous. What
7 do you mean by "interview"?

8 MR. PARKER: Job interview.

9 MR. DRESCHER: I don't see what this has to do
10 with the allegations.

11 JUDGE JOHNSON: What's your thought, Mr. Parker?

12 MR. PARKER: Well, I think that it -- it is a
13 matter of credibility, bias, whatever.

14 THE WITNESS: Credibility and bias.

15 I don't have any trouble disclosing this,
16 Judge, or talking about it but I do think it's a waste
17 of --

18 MR. DRESCHER: My problem is it's another waste of
19 time I have no idea what he is going to disclose or
20 otherwise. It's just got nothing to do with why we're
21 here.

22 MR. PARKER: We could have been done and over and
23 on to the next subject matter.

24 MR. DRESCHER: That's no reason to ask an improper
25 question.

1 JUDGE JOHNSON: Thank you, folks. If you are
2 willing to answer it, you can answer it but then let's
3 go on to something else.

4 THE WITNESS: I haven't interviewed per se but I
5 have had a continuing dialogue with Larry Knokes over
6 the last couple years who is with the Orange County
7 branch of McDermott and that bunch. I had no idea that
8 they had any relationship to Jack Quinn's former firm.
9 That's completely out of the whole ball game. The
10 situation is Larry and I are friends. I am always
11 looking at other options. Larry and I discuss from time
12 to time -- Larry has been trying to get me to move down
13 to Orange County and go into business with him either in
14 a separate firm or in that firm or with another
15 situation on and off for a couple years. And it's
16 something that we discuss.

17 BY MR. PARKER:

18 Q. Did you discuss that subject with Jack
19 Quinn at any time?

20 A. I don't think so. I discussed with Jack
21 that -- see, Jack had dealt with Knokes in one of the
22 Stites cases and you are familiar with the Stites group
23 and they had some -- Jack had represented a witness and
24 he knew Knokes. And there had been some discussion
25 about Knokes and Jack's involvement in all of that but

1 not in the context of job interviews or anything like
2 that.

3 Q. So you didn't tell Jack Quinn that you had
4 looked at the possibility of joining McDermott, Will &
5 Emery?

6 A. I don't think so. I might have told Jack
7 that I discussed with Knokes -- the thing -- the idea
8 that had been discussed.

9 Q. Let me go back for a moment to the
10 conversation at the second breakfast meeting where --
11 and this comment about, by Mr. Drescher that you quoted
12 about not being able to ask you not to be involved in
13 the future litigation.

14 MR. DRESCHER: I will object to the continued
15 mischaracterization. It is not even clever anymore.

16 MR. PARKER: I am not -- whatever you said, you
17 said. Anyway, I am trying to focus you so you will have
18 that in mind.

19 Q. That conversation. At that point in time
20 how many cases were you and Toby Plevin litigating
21 against the Church of Scientology?

22 A. It is not the number. It is the
23 quantity. I don't know really. Joe's case was on
24 appeal. I had Bent's case. I had the Roxanne Friend
25 case. I had the Rowe case. I had demand letters out in

1 probably a half a dozen Sterling Management-type cases
2 seeking refunds. Maybe closer to ten. I had been
3 consulted by so many people I lost count.

4 Q. And Toby you are saying was involved in
5 those cases with you or those potential cases?

6 A. No. Toby has her cases. I have my
7 cases. We --

8 Q. I am just trying to understand at that
9 point in time in June, June 20, 1991 how many cases did
10 the two of you have together against the Church of
11 Scientology?

12 A. I don't know. I don't know how many cases
13 Toby had. As far as in actual pieces of litigation, I
14 had three. I don't know how many Toby had. I had one
15 on appeal so it was four.

16 Q. Why don't we try it for a third time. I
17 want to know the cases that the two of you had together
18 as counsel of record.

19 JUDGE JOHNSON: The two of you had together.

20 (Witness and counsel confer.)

21 THE WITNESS: I think at the time Toby and I were
22 co-counsel in just two cases. Bent's case and the
23 Roxanne Friend case.

24 VIDEO OPERATOR: Mr. Van Sickie, your mike is
25 hitting the desk. Thank you.

1 BY MR. PARKER:

2 Q. And in those two cases you and Toby or
3 your firm and Toby's firm had some agreement to split
4 fees in the event of a recovery?

5 A. Yes.

6 Q. They were both contingency cases, weren't
7 they?

8 A. Yes.

9 Q. What were the terms of that arrangement?

10 MR. DRESCHER: I am going to object before they
11 do. This has nothing to do with this case.

12 JUDGE JOHNSON: What's the point?

13 MR. WYNNE: Objection; irrelevant.

14 JUDGE JOHNSON: Unless you can show me some good
15 reason I am going to sustain.

16 MR. PARKER: Toby Plevin is another witness in the
17 case. She has been cited as an individual who might
18 have been willing, able to come into the case so there
19 is a fact question that we will be litigating as to
20 that. And --

21 MR. YANNY: The case being Aznaran.

22 MR. PARKER: I am speaking of the Aznaran case.

23 JUDGE JOHNSON: Yes.

24 MR. PARKER: So the relationship she had with
25 others who were similarly situated or supposedly in a

1 position to come into the case is something that will be
2 explored.

3 JUDGE JOHNSON: All right, but --

4 MR. PARKER: For example, it's been suggested,
5 Your Honor, that Toby Plevin and Mr. Van Sickle might
6 come into the Aznaran case together. And they obviously
7 had litigated together. So if someone is going to make
8 that suggestion at trial, I want to be able to respond
9 to it.

10 MR. DRESCHER: You know, we keep getting this --

11 JUDGE JOHNSON: Excuse me. You already had
12 testimony that they had a couple of cases together. I
13 think details as to what their arrangements were are
14 unnecessary. So the objection is sustained. I think
15 you have already made your point, Counsel.

16 BY MR. PARKER:

17 Q. You referred to a courthouse conversation
18 involving an MSC in the Corydon case and how your memory
19 of the conversation might have run together. Did I
20 understand it correctly that the MSC would have been
21 after the second of the two breakfast meetings?

22 A. I believe so. And I think it was actually
23 a VSC.

24 Q. And it would have been within how many
25 days of the breakfast meeting?

1 A. Don't know.

2 Q. A week or less?

3 A. No. I doubt it. I mean I can't -- it
4 would have been the first settlement conference after
5 the second meeting, which somebody's time records would
6 reflect but I can't place it any closer than that.

7 Q. Speaking of time records, Mr. Quinn's time
8 records reflect that he had a telephone conversation
9 with you on July 1, 1991. Just to put that into
10 perspective there has been some evidence that Mr. Yanny
11 surfaced in the Aznaran case by calling Quinn on Friday,
12 the 28th of June. And I believe that July 1st was a
13 Monday. I don't know if any of that helps. But my
14 question to you is: Did you have a telephone
15 conversation in the early part of July with Jack Quinn?

16 A. Probably.

17 Q. Did you have such a conversation wherein
18 you discussed the Aznaran case?

19 A. Unlikely.

20 Q. Unlikely?

21 A. (The witness nods head.)

22 The only conversation I recall with Quinn
23 on the phone during this time period was the one where I
24 told him they would have to net a million bucks. He
25 says that's a dead end. I played with that. Okay.

1 Where are we going from here? We are not going in that
2 direction, we are going in some other direction.

3 Q. Did either you call Quinn or did he call
4 you in early July to discuss the fact that Joe Yanny was
5 coming into the Aznaran case?

6 A. Probably so. I recall a couple of
7 discussions with Jack during that time period. What's
8 Joe doing? What's he up to? Why is he doing it?
9 What's going on? Can we avoid a problem? That sort of
10 thing.

11 Q. Quinn's time records actually show
12 telephone conversations both on the 1st and 2nd of July
13 with you. Do you recall having telephone conversations
14 back to back days on the subject of Joe Yanny's entrance
15 into the Aznaran case?

16 A. No.

17 Q. What --

18 A. It might have happened but at the time I
19 was trying to get an answer mostly in the Corydon case.
20 And on a very frequent basis the drill was I would come
21 into the office in the morning and put a call into
22 Mr. Drescher and Mr. Quinn and hope that somebody would
23 get back to me because there was a period of time in
24 which seemed to have been almost stalled out on the
25 Corydon matter. And then Joe and the Aznaran problem

1 was kind of a tangential issue that just surfaced.

2 Q. So what did you say to Quinn in response
3 to these various questions he was asking you about
4 Yanny's involvement?

5 A. Yes, no, no, yes, maybe, could be.

6 Q. Think you can amplify for us?

7 A. Jack said, "I get these calls and these
8 weird messages from Joe. He calls me up and he sounds a
9 little strange and he says things like, "Hi, Bud.
10 What's cooking?'" And I think Jack asked me if Joe
11 talked to everyone like that or if he was being singled
12 out for some sort of special communication technique.
13 Some general, is this going to be a fight or isn't it?
14 Can this be resolved? Where is this guy coming from?
15 And at some point in time -- my basic response was, "I
16 don't know. He's calling you."

17 There was one discussion during this time
18 period where Jack told me, he said, "I don't know what
19 this guy wants." He said, "I told him if his complaint
20 is that the Aznarans didn't have legal counsel in a time
21 when they needed to respond to these summary judgment
22 motions, I told the guy, well, we will go ahead and just
23 file a regular motion to disqualify and it won't be
24 heard until the response time is over anyway. So go
25 ahead and do the response and by the time we get our

1 motion heard, you will have time to do the answers."

2 But Jack said that didn't satisfy him. He
3 seems to have some sort of animosity here that's running
4 things.

5 Q. That statement Jack Quinn made to you?

6 A. I think what Jack said is that "The guy
7 seems to have a hard-on for these guys" is what I seem
8 to recall Jack saying.

9 Q. You just described a statement, I took you
10 to mean that Quinn made that statement to you that he,
11 Quinn, had suggested to Yanny that the disqualification
12 could be heard on regular notice which because of the
13 pending motion would be after the resolution of the
14 summary judgment motion?

15 A. Yes. Quinn told me that he made a
16 suggestion, a proposal along those terms. He told me,
17 "We are willing to be reasonable. If the bitch is that
18 they don't have a lawyer, we will just file a motion in
19 due course and then we will disqualify him later." And
20 Jack said, "But, he won't go for it." Now, they may
21 have asked for some concessions from Joe. My
22 understanding was that I didn't get the full deal. I
23 think -- my understanding from the conversation was that
24 then Joe would just voluntarily withdraw and not make
25 them do the motion. I kind of understood that to be

1 part of the deal and I can't tell you why.

2 Q. What was your reaction to Quinn's
3 statement?

4 JUDGE JOHNSON: You mean what did he say?

5 MR. PARKER: Yes.

6 THE WITNESS: I don't think I had any verbal
7 reaction. And just looks like we are going to have to
8 go down and do some more motions, write some more
9 briefs, get some more orders.

10 BY MR. PARKER:

11 Q. Now, you knew before you spoke with Quinn
12 that Joe was coming into the case, didn't you?

13 A. Yes.

14 Q. Did you discuss with Quinn the merits of
15 any such disqualification motion as it related to Joe
16 Yanny?

17 A. I didn't purport to sit down and drag out
18 all the reasons why, but at various times I told Jack
19 that there had been, in my view there had been a
20 tremendous waiver of privilege in the first trial, and
21 that a lot of the things that Joe had been accused of in
22 these so-called secrets and everything were found by the
23 judge to be matters of public record, and that there
24 were a lot of good reasons why Joe should be able to
25 represent the Aznarans. It wasn't the slam dunk.

1 And Jack said to me, "Well, I don't know
2 about you but I have been in this town for a long time
3 and lawyers just don't do this thing and it is not very
4 good. It is not good for the lawyer. It's not good for
5 the law system." Jack would talk in generalities and I
6 would try to give him specifics. In this particular
7 situation it is a little different.

8 And so I didn't try to persuade Jack, but
9 we did have some general discussion about, well, Jack,
10 have you considered and there are things that you
11 haven't considered or don't know about. And I think
12 there is a very real possibility that if the court looks
13 at this, at the merits and just doesn't do a knee jerk,
14 if the court looks at the merits of this, the court is
15 going to let Joe in the case and that's your client's
16 worst nightmare. I don't think they want that.

17 Q. Did you tell Quinn that one of the things
18 he wasn't taking into account was your successful
19 defense to the motion to disqualify in the Corydon
20 case?

21 A. I doubt if I was that specific, but I
22 might have mentioned it to him. I did mention at one
23 point in time that I had a good opinion, that we had a
24 good opinion and I think I might have mentioned
25 unfortunately it hadn't been published but between us it

1 carried some weight. I might have mentioned it to
2 Jack. I might have mentioned it to Bill. I might have
3 been talking to myself. I don't know.

4 Q. In your conversations with Quinn in the
5 early part of July was there any suggestion that you
6 might come into the Aznaran case for any purpose such as
7 dealing with a motion to disqualify should they file
8 one?

9 A. It might have. It was my intent to help
10 Joe out on that and to represent him as his lawyer if
11 the court was going to proceed and hear it on the
12 merits. It short circuited the whole thing. And I
13 think I might have told Jack that if Joe comes back in
14 then the reason for my disqualification is clearly
15 evaporated and that would seem to -- we had a whole new
16 ball game.

17 Q. Did you discuss the possibility that if
18 Yanny survived the disqualification motion that you
19 might come back into the case?

20 A. I believe so.

21 Q. Did he make any comment?

22 A. I don't think Jack took it very
23 seriously. I think, he turns out to have been right,
24 but I think he underestimated that we had an argument,
25 but Judge Ideman took the easy way out and didn't want

1 to hear it.

2 Q. Do you recall a meeting at Morton's?

3 A. Morton's?

4 Q. Yes. A restaurant called Morton's.

5 MR. WYNNE: Vague as to time.

6 THE WITNESS: No, no, -- I remember a meeting at
7 someplace on the west side with Mr. Quinn and
8 Mr. Drescher and Mr. Yanny. I don't recall the name of
9 the place since I don't hang out in those kinds of
10 places very often. May have been Morton's. May have
11 been Fred's.

12 MR. PARKER: Can I suggest a five-minute break. I
13 think I am close to finishing. I am definitely going to
14 finish before 5:00 but I want to collect my notes and I
15 want to talk to my client.

16 JUDGE JOHNSON: That's certainly worth a
17 five-minute break. Off the record.

18 VIDEO OPERATOR: We are going off the record. The
19 time is 4:23 P.M.

20 (Recess taken.)

21 VIDEO OPERATOR: We are back on the record. The
22 time is 4:35 P.M.

23 BY MR. PARKER:

24 Q. When we broke we were talking about a
25 meeting that took place at Morton's where Mr. Drescher,

1 Mr. Quinn, yourself and Joe Yanny were present. You
2 recall that event, don't you?

3 A. It's a relative term. Yes, I recall it.

4 Q. During that meeting --

5 MR. DRESCHER: Before Mr. Parker finishes this
6 question I am going to raise an objection and any
7 exploration into anything that happened at Morton's in
8 that time frame, it is past the time in which the
9 allegations of the affirmative defense is addressed. It
10 has nothing to do with why we are here. The basic
11 purpose of what happened that night was a settlement
12 meeting concerning this case. While Mr. Parker probed
13 the periphery of it during my deposition, anything to do
14 with that has nothing to do with this because the
15 allegations of the action are limited to the so-called
16 breakfast meetings on June 5th and June 20th and this
17 was substantially after that.

18 MR. PARKER: That was no agreement I made as to
19 limiting the scope of this deposition.

20 MR. DRESCHER: It certainly was.

21 MR. PARKER: No. We are not talking about your
22 deposition, we are talking about Mr. Van Sickle's
23 deposition. Your Honor, I don't intend to go into
24 discussions at Morton's relating to settlement of this
25 lawsuit, but there were other subjects discussed and I

1 think I am entitled to go into those.

2 JUDGE JOHNSON: Let's see what they amount to.

3 Let's just take them item by item and, Mr. Drescher, I
4 :
5 am sure you will renew your objection or think up a new
one if you think it's appropriate.

6 BY MR. PARKER:

7 Q. During the meeting at Morton's in the
8 presence of Joe Yanny, was the amount of the Corydon
9 settlement disclosed?

10 A. No. Not in my presence. Joe has told me
11 that Mr. Quinn disclosed the amount to him at the
12 meeting, but it was -- if that happened, it didn't
13 happen when I was present.

14 Q. When you arrived, were Yanny and Quinn
15 already there?

16 A. I think so.

17 Q. Were the terms -- other terms of the
18 Corydon settlement, nonmonetary terms discussed in the
19 presence of Joe Yanny while you were at the meeting at
20 Morton's?

21 A. I don't recall any specifics. There may
22 have been some general discussion.

23 Q. General discussion about the terms of the
24 Corydon settlements?

25 A. Terms, about Corydon being settled. I

1 don't recall the specifics. I am trying --

2 Q. Whether you recall --

3 A. As I am sitting here I am trying to
4 recall. I am drawing a blank right now.

5 MR. DRESCHER: While Mr. Van Sickle is thinking, I
6 will reimpose my objection because now he is getting
7 into the terms of the settlement of an unrelated case.

8 JUDGE JOHNSON: I am not very likely to allow
9 answers to questions having to do with any details about
10 settlement. We have been at this again and again.

11 MR. PARKER: The whole point, Your Honor, -- I am
12 sorry, go ahead.

13 THE WITNESS: There weren't any details
14 discussed.

15 JUDGE JOHNSON: So it is not going to come up.
16 Okay.

17 MR. PARKER: There is evidence that the Corydon
18 settlement terms were disclosed in that meeting.
19 Everybody is talking about confidentiality but everybody
20 knows what the terms of the Corydon settlement were and
21 they were openly discussed in front of my client.

22 MR. DRESCHER: Actually the only evidence he is
23 talking to are the ravings of his client. He got
24 denials from everybody else.

25 JUDGE JOHNSON: Let's not use inflammatory words.

1 MR. DRESCHER: I am looking at some inflammatory
2 allegations by this man so I apologize but it's not
3 easy.

4 JUDGE JOHNSON: Okay. But the state of the
5 evidence as far as this witness is concerned is that he
6 doesn't remember any details.

7 MR. PARKER: Well, I want to probe this just a
8 little bit more, if I may.

9 JUDGE JOHNSON: Go ahead and we will see what
10 happens.

11 THE WITNESS: If you have a detail that you think
12 was discussed, I might be able to recall whether it was
13 or wasn't.

14 MR. DRESCHER: I will object to any of that
15 because --

16 JUDGE JOHNSON: We are not going to go at it that
17 way.

18 BY MR. PARKER:

19 Q. Let me pose the next question.

20 A. I only remember one comment on this. But
21 go ahead.

22 Q. What was the one comment you do remember?

23 A. Joe said something about --

24 Q. Are we talking about Corydon in terms of
25 the settlement?

1 A. Well, Joe hinted to Quinn that they paid a
2 lot of money. He didn't say a lot of money but he
3 hinted to Quinn. He said, "If you guys are willing to
4 pay that much for Corydon, if you are willing to pay a
5 lot of money for Corydon, then you should be willing to
6 pay that much for me," or something to that or almost --

7 Q. Now my question --

8 A. And that's a very rough paraphrase but I
9 remember Joe saying something like that to Quinn
10 about --

11 Q. I understand you to say that you don't
12 recall the details of what was said in the meeting as it
13 related to the Corydon settlement --

14 A. I don't think there were very many. I --

15 Q. That's what I am trying to get to. I
16 understand you don't recall the details of what was
17 said. My next question is: Whether you recall what was
18 said, do you recall that it is a fact that the details
19 of the Corydon settlement or any of them were
20 discussed?

21 MR. DRESCHER: I am going to object on the basis I
22 have already advanced also on the basis that it
23 mischaracterizes Mr. Van Sickle's testimony which was
24 that there were no details to his recollection
25 discussed, and third, I am going to further my objection

1 beyond relevancy into the terms of the settlement
2 agreement. He has already said he remembered one
3 comment.

4 MR. WYNNE: I will join in that objection to the
5 extent that it does mischaracterize Mr. Van Sickle's
6 testimony.

7 JUDGE JOHNSON: I think that's a question that can
8 be answered yes or no and to that extent you may answer
9 it.

10 THE WITNESS: I think it's not because I think as
11 he reads -- to the extent that there is a
12 characterization of what I said and I don't remember, I
13 remember, I remember quite a bit of what was said during
14 that meeting. About settling Joe's case --

15 BY MR. PARKER:

16 Q. I am not getting into that.

17 A. You don't want to.

18 Q. I don't think it is appropriate.

19 MR. DRESCHER: Then I renew it, Your Honor, how
20 can it be appropriate to explore something --

21 THE WITNESS: But as far as talking about
22 Mr. Corydon's case there was only a few comments,
23 general, in passing, I don't recall any -- I do not
24 believe that the details of the Corydon -- I don't think
25 it was the topic of the meeting. It just wasn't a real

1 topic of the meeting. I don't recall it.

2 BY MR. PARKER:

3 Q. Yes or no, were any of the terms of the
4 Corydon settlement discussed in the presence of Joe
5 Yanny at that time?

6 A. I don't recall any.

7 Q. I asked earlier about conversations with
8 Scientology lawyers. I want to make sure that I covered
9 this subject so let me broaden it and just say have you
10 discussed with anyone the possibility that you might
11 have an invasion of privacy claim that you could make
12 against the church or people affiliated with the Church
13 of Scientology?

14 MR. WYNNE: Objection; are you trying to exclude
15 from that conversations with other members of his firm,
16 or other people who might have been counsel?

17 MR. PARKER: For purposes of the question exclude
18 any discussions you might have had with your lawyers.

19 MR. WYNNE: Also excluding family members?

20 THE WITNESS: I don't know -- I have discussed it
21 with Joe.

22 BY MR. PARKER:

23 Q. Have you discussed it with --

24 A. I have discussed it with Richard Aznaran.

25 But --

1 Q. But you are clear you haven't discussed it
2 with anyone representing the interest of Scientology?

3 A. No.

4 JUDGE JOHNSON: Yes, you are clear?

5 THE WITNESS: Yes.

6 MR. PARKER: Thank you.

7 Q. Do you recall a document that's been
8 described at times as a depo prep pack?

9 A. I recall that to be a type of document,
10 not a particular document.

11 Q. Do you recall receiving from Mr. Yanny
12 such a document?

13 MR. YANNY: From the Yanny files.

14 MR. PARKER: Let's --

15 MR. WYNNE: Vague as to --

16 MR. PARKER: Answer my question.

17 THE WITNESS: There -- I believe that there were
18 depo prep packs in the files -- in Joe's files.

19 BY MR. PARKER:

20 Q. More than one you are saying?

21 A. I never counted. I believe that that was
22 one of the types of documents that -- I don't think
23 there were very many and I don't think they were
24 complete. But I did see documents that I understood to
25 be from some prep packs.

1 Q. Where are they located today?

2 A. My recollection -- my understanding is
3 that they were in the file and the documents that Joe
4 picked up some time ago.

5 JUDGE JOHNSON: It isn't my deposition certainly
6 but I am confused, pick up what, from you?

7 THE WITNESS: Yes. When Joe replaced me --
8 actually before that time his documents were in
9 storage. His Scientology files were in storage and at a
10 point in time he wanted them back and they were
11 delivered from the storage to someplace that Joe wanted
12 them delivered.

13 JUDGE JOHNSON: All right.

14 BY MR. PARKER:

15 Q. Do you recall a particular depo prep pack
16 that you attempted to introduce at trial in the Yanny I
17 case?

18 A. I believe you are -- I surmise that you
19 are referring to the judge -- what the -- Judge
20 Swearinger prep pack.

21 Q. Relating to Judge Swearinger?

22 A. I believe they were marked for
23 identification in Yanny I but not admitted.

24 Q. Where is the original today, if you know?

25 MR. DRESCHER: Your Honor, I have no idea what

1 this has to do with this case and I just think we are
2 stringing it out for as long as we can.

3 THE WITNESS: I do not recall --

4 JUDGE JOHNSON: If that's an objection, I will
5 overrule it. I assume this connects up in some way.

6 THE WITNESS: I am not sure. I don't know if it
7 was left in the court records as something marked but
8 not admitted or if it was returned to the -- to the
9 room. There was a room full of files and subfiles and
10 documents. If it wasn't admitted I think -- again
11 original, I don't know if I have ever had an original.
12 I think it was a copy of a copy of a copy, but to the
13 extent that I would know, it was last seen in the
14 documents that were marked but not admitted. And I had
15 a trial copy that I left with my trial notes and
16 returned to the war room so to speak where everyone had
17 literally nothing but pleadings, documents and exhibits
18 in this case.

19 BY MR. PARKER:

20 Q. Do you know where that copy is today?

21 A. No. I mean my understanding is it was
22 placed with literally thousands of other documents in a
23 room that was full of trial exhibits, pleadings,
24 deposition transcripts and the like.

25 Q. That's the last you knew of it?

1 A. Yes.

2 MR. DRESCHER: May I suggest, this is by way of
3 objection, that since we are now talking about an item
4 marked for identification but not admitted in the Yanny
5 I case and that since Mr. Van Sickle is to my knowledge
6 still counsel of record for Mr. Yanny in the Yanny I
7 appeal, that maybe counsel and client ought to take this
8 up when they are not wasting everybody else's time.

9 JUDGE JOHNSON: Okay.

10 MR. PARKER: I don't think there is a question
11 pending, Your Honor.

12 JUDGE JOHNSON: I think we are through with that
13 subject.

14 MR. DRESCHER: I hope so.

15 BY MR. PARKER:

16 Q. Do you recall submitting a declaration on
17 or about July 1st of 1991 in the Aznaran case as part of
18 an effort to continue the summary judgment hearing?

19 A. I do not recall that, no.

20 Q. I just have the one copy. I don't propose
21 to mark it but hopefully it will refresh your memory.
22 Is that declaration from the Aznaran case that I am
23 showing you dated July 1 something that refreshes your
24 memory?

25 A. There is a question?

1 Q. Does that refresh your memory that you did
2 sign such a declaration in early July 1991?

3 A. Not really. But apparently I did.

4 Q. You recognize your signature?

5 A. Yes.

6 Q. Is that a true and correct copy of a
7 declaration that you signed on or about July 1, 1991?

8 A. It appears so.

9 Q. And the statements in the declaration, are
10 they true and correct to the best of your knowledge and
11 belief?

12 A. I don't know.

13 Q. Well, take a moment to read it.

14 A. I didn't draft this.

15 MR. YANNY: Yes, you did.

16 BY MR. PARKER:

17 Q. Take a moment.

18 A. Yes, it seems to be roughly accurate.

19 Q. Well, when you say "roughly accurate" you
20 knew you were signing under penalty of perjury.

21 A. Yes.

22 Q. Do you have some reason to think it wasn't
23 accurate when you signed it?

24 A. No, I just said what I said.

25 Q. You stand by it, don't you?

1 A. I am not going to stand by it or not stand
2 by it or anything. I don't take any position on it.

3 Q. Are the statements made in this
4 declaration true and correct?

5 A. They are accurate.

6 Q. I thought I heard you say something like
7 you didn't prepare this?

8 A. I don't think I drafted that particular
9 document. I think it accurately reflects the
10 situation. The word choices are not necessarily my word
11 choices, but they are still accurate.

12 Q. As part of the same document there is a
13 declaration by Richard and Vicki Aznaran. Let me show
14 you the Richard Aznaran declaration. And let me direct
15 your attention to Paragraph 5 of that, maybe -- do you
16 want me to show that to you?

17 MR. DRESCHER: Yes, I would like to see it.

18 MR. PARKER: I am going to be asking primarily
19 about Paragraph No. 5.

20 MR. DRESCHER: Of Richard's?

21 MR. PARKER: Of Richard Aznaran's declaration
22 dated July 1, 1991.

23 MR. DRESCHER: Okay.

24 BY MR. PARKER:

25 Q. Why don't you take a moment to read

1 Paragraph 5 and you can read any portion other than that
2 if you please.

3 A. Well, you know, you got a question on
4 five, what is it?

5 Q. The question is whether or not
6 Mr. Aznaran's statement is accurate in Paragraph 5?

7 A. It is not accurate.

8 Q. Did you tell Mr. Aznaran something along
9 these lines?

10 A. No.

11 Q. Total fiction?

12 A. I am not saying what it is or isn't. But
13 I didn't say it.

14 Q. Did you tell him that the lawyers for the
15 Church of Scientology did not want to negotiate or deal
16 with Ford Greene?

17 A. I may have indicated to him that that was
18 my impression. That they did not want to deal with
19 that, but I did not say it was a condition.

20 Q. I certainly didn't say it was the only
21 condition.

22 Paragraph 10, is that an accurate
23 statement? First of all, do you want to see that?

24 MR. DRESCHER: Yes, I would.

25 JUDGE JOHNSON: Show it to him. Don't answer the

1 question until Mr. Drescher has had a chance to --

2 MR. PARKER: I don't mean to exclude, Your Honor.

3 JUDGE JOHNSON: I can do without.

4 MR. DRESCHER: I will object. If he is going to
5 look at 10, it's so completely out of context it doesn't
6 even have an antecedent.

7 JUDGE JOHNSON: Do you feel you have a grasp of
8 what 10 is?

9 THE WITNESS: I think 10 needs some explanation.
10 This is a reference to what I previously testified to
11 earlier, Your Honor.

12 JUDGE JOHNSON: I guess I do need to see it.

13 THE WITNESS: -- concerning the second meeting
14 where they said the money was no longer --

15 JUDGE JOHNSON: You ask whatever question you want
16 to ask and Mr. Van Sickle well answer it as he can or
17 chooses to and then we will see where we are.

18 BY MR. PARKER:

19 Q. In late June 1991 did you tell Mr. Aznaran
20 that the Church of Scientology was no longer interested
21 in pursuing settlement negotiations in their case?

22 A. Indirectly.

23 Q. What do you mean by "indirectly"?

24 A. Those weren't my words.

25 Q. Well, did you tell him that in substance?

1 A. That is part of the message. My message
2 to Richard Aznaran was that if he wanted to get the kind
3 of money that they were looking for there was no
4 interest in discussing settlement at that level. If he
5 wanted to take the 250, which I knew he didn't want to
6 take, there wasn't any discussion. If you want to get
7 what you think you need and get what your case is worth,
8 they are not interested in discussing it at what I then
9 believed to be and still do believe at reasonable
10 levels. There is going to be no discussion in that area.

11 Q. Now, I guess I have asked enough questions
12 about it that I suppose for the sake of the record, if
13 nothing else the court reporter, that I will mark it. I
14 guess this is the first exhibit.

15 THE REPORTER: Yes.

16 MR. PARKER: Exhibit-1. I will identify it for
17 the record. It is a document in the Aznaran case
18 entitled, "Declarations Of Barry Van Sickle, Vicki J.
19 Aznaran, Richard N. Aznaran And Joseph A. Yanny
20 Submitted In Support Of Plaintiffs Ex Parte Application
21 For An Order Continuing Hearing Date On Defendants'
22 Motion For Summary Judgment Which Is Submitted
23 Concurrently Herewith."

24 (Defendant's Exhibit-No. 1)

25 was marked for identification and is

1 annexed hereto.)

2 BY MR. PARKER:

3 Q. In the meeting at Morton's were you asked
4 to disclose the names of government agents with whom
5 Yanny had conversations that he had previously refused
6 to disclose their identity?

7 MR. DRESCHER: Objection; Your Honor, there was no
8 examination on the subject of government agents
9 permitted during my Mr. Yanny's deposition on the basis
10 that it was irrelevant. What's sauce for the goose is
11 sauce for the gander so I object.

12 MR. YANNY: He stole my phrase.

13 MR. PARKER: The difference is that had to do with
14 the actual conversations between Mr. Yanny and these
15 government agents. My question has nothing to do with
16 those conversations. It has to do with efforts by the
17 Church of Scientology to get the names of those agents.

18 MR. DRESCHER: Apart from the fact, Your Honor,
19 that we have got the names in other depositions in other
20 cases the fact is this area was found to be irrelevant
21 and it shouldn't be irrelevant for only one side only so
22 I object on that basis.

23 JUDGE JOHNSON: Sustained.

24 MR. PARKER: No further questions at this time.

25 JUDGE JOHNSON: Anything else of this witness?

1 MR. DRESCHER: I have just a few questions, Your
2 Honor.

3

4 EXAMINATION

5 BY MR. DRESCHER:

6 Q. May I see Exhibit-1? Sometime today,
7 please.

8 MR. YANNY: You got it today.

9 BY MR. DRESCHER:

10 Q. Now, Mr. Van Sickle you indicated before
11 that you don't believe you drafted your declaration
12 that's submitted as part of Exhibit-1. Do you need to
13 see it again? Because all I am going to ask you is who
14 drafted it?

15 A. I think it was a joint project. I think
16 that a draft was submitted to me by Mr. Yanny; that I
17 objected to various parts most of which were removed and
18 then that was resubmitted. I may have put some
19 paragraphs in myself.

20 Q. Do you recall any particular part that was
21 drafted by Mr. Yanny that you asked to have removed and
22 was removed?

23 A. No, what I demanded to be removed was
24 removed.

25 Q. Excuse me?

1 A. What I said I needed to be removed was
2 generally removed.

3 Q. And what was that?

4 MR. PARKER: Objection. Attorney-client
5 privilege, work product privilege. This is a
6 conversation between two lawyers --

7 JUDGE JOHNSON: Just a minute. I am just asking
8 you not to say anything for the moment. I am not asking
9 you to stop.

10 MR. PARKER: This is a conversation between the
11 attorney of record at that time for the Aznarans and the
12 attorney who had been authorized to conduct settlement
13 negotiations and who was contemplating the possibility
14 of coming back into the case, and they are discussing
15 the contents of a declaration to be filed in court and
16 those are privileged conversations.

17 MR. DRESCHER: He asked about the content and the
18 background of those allegations.

19 MR. PARKER: I did not.

20 JUDGE JOHNSON: Thank you, folks. Objection
21 sustained.

22 BY MR. DRESCHER:

23 Q. You testified, I believe, before and
24 please correct me if I am wrong, Mr. Van Sickle, that
25 between the first breakfast meeting as Mr. Parker has

1 characterized it and the second breakfast meeting you
2 had the recollection of speaking by telephone on one
3 occasion with Mr. Quinn about the Aznaran settlement
4 possibilities; is that right?

5 MR. PARKER: Objection; mischaracterizes his
6 testimony.

7 THE WITNESS: I believe there was at least one.

8 JUDGE JOHNSON: At least one.

9 BY MR. DRESCHER:

10 Q. Do you recall when that at least one
11 occurred?

12 A. Other than putting them in between the
13 two, I don't have any independent recollection.

14 Q. Can you perhaps --

15 A. I think it would be a couple of days
16 because I know I put in calls and people were going to
17 get back to me, and a day or so transpired and then they
18 were going to talk it over and people got back to me
19 then I got to Jack. So it was not an instantaneous
20 development. Beyond that I can't place it.

21 Q. Closer perhaps to the first of the two
22 breakfast meetings than to the second?

23 A. How far apart were they?

24 Q. 15 days.

25 MR. PARKER: 15 days.

1 THE WITNESS: I would then estimate that it was
2 closer to the first than to the second.

3 BY MR. DRESCHER:

4 Q. Do you recall how long after the first of
5 the breakfast meetings on the 5th of June that you
6 placed the call to convey the settlement figure?

7 A. That day.

8 Q. That morning?

9 A. I don't know if it was that morning. I
10 think when I got back to the office I realized that it
11 was noon Texas time and I waited until 1:00, 1:30 Texas
12 time then I put in calls, I believe, to both Karen McRae
13 and Phoenix Investigations.

14 Q. Is it your recollection that it was on
15 that day that you got the reaction, the response from
16 the Aznarans?

17 A. I got a tentative read but they wanted to
18 talk it over with Richard and get back to me, and
19 Richard got back to me and that could conceivably have
20 been that day but I think not. I think Richard called
21 me back on a subsequent day.

22 Q. And you have no recollection of what day
23 that might have been when Richard called you back?

24 A. Well, I know it was about in that time
25 frame Richard called me back.

1 Q. Within a day or so?

2 A. Within several days.

3 Q. Okay. And you can't be more precise than
4 that?

5 A. (The witness shakes head.)

6 BY MR. DRESCHER:

7 Q. And how quickly between the time that you
8 got the Aznarans' rejection of the offer, how much time
9 had elapsed between that and your notifying Mr. Quinn?

10 A. I put a call in at the same time. Whether
11 I reached Jack the same day or not, I don't know. At
12 the time I seemed to be encountering a great amount of
13 frustration in reaching either you or Jack.

14 Q. Especially me, wasn't it?

15 A. For some reason. So it seemed like they
16 were considering -- that we were engaged in it would
17 seem to be rather intense, last minute settlement
18 negotiations in Corydon. It seemed like calling over
19 there was like leaving a message in a black hole.

20 Q. During the time immediately following the
21 first breakfast meeting, do you recall that there were
22 actually multiple settlement meetings in front of Judge
23 Savitch in the Corydon case?

24 A. I recall so many meetings with Judge
25 Savitch I don't care if I ever see Judge Savitch again.

1 When they --

2 MR. DRESCHER: You shouldn't say that on the day
3 of his reception in his honor.

4 JUDGE JOHNSON: I am sorry to hear that.

5 THE WITNESS: I have since had two sessions with
6 Judge Savitch at JAMS. But I can't -- as I sit here, I
7 really don't know how they track. My recollection is
8 that it seemed I burned up the last half of 1991. It
9 seems like I have little recollection of anything else.
10 But the mucking around with that thing.

11 BY MR. DRESCHER:

12 Q. Do you have any recollection of a
13 settlement meeting with Judge Savitch later on the day
14 of the first breakfast meeting?

15 A. No. I have never really -- no, I don't
16 recall that happening.

17 Q. I will ask anyway, do you have any
18 recollection of whether you communicated the Aznarans'
19 rejection of that settlement proposal before the first
20 meeting with Judge Savitch after the first breakfast
21 meeting?

22 A. I don't know. No, I just -- I
23 communicated it to Jack Quinn, I think, fairly soon. I
24 can't place it in terms of -- well, yes. Yes, because
25 when we got there the whole idea -- the whole idea was

1 when we got there in the morning is -- I told the judge
2 the million dollars has already been rejected by Bent
3 and so -- then that whole first day was -- I kind of
4 thought everybody understood that they were going to
5 have to drop the Aznarans out of the deal and that we
6 were at least at the million. And we were back and
7 forth and back and forth and back and forth and back and
8 forth and at the end of the day Judge Savitch announced
9 that we had accomplished what I thought was a done deal
10 at the beginning and that was that the Aznarans were out
11 of the million.

12 Q. So it's your recollection that at the
13 first --

14 A. So we knew that the Aznarans had rejected
15 it because --

16 Q. So at the first session with Judge Savitch
17 after the first breakfast meeting it's your recollection
18 the Aznarans had already rejected it; is that right?

19 A. Yes. They were out of the play. Then the
20 question was is the million dollars still on the table
21 for Corydon alone. At the beginning of the day I guess
22 the answer was no. At the end of the day Judge Savitch
23 was proud of himself. He thought he had beat you into
24 submission or some such thing.

25 Q. He did.

1 A. I said, "Judge, I could have got that
2 without you.

3 Q. He did. You also remember discussing with
4 Judge Savitch the possibility in the course of those
5 negotiations of perhaps affixing a value to the motions
6 in limine and playing a little Las Vegas with him?

7 A. Did it come up with Judge Savitch?

8 Q. Yeah.

9 A. I didn't recall of it but now as you
10 mention -- as you mention it, it seems like it might
11 have been discussed only in passing as something that
12 just wasn't going to happen.

13 MR. YANNY: That God it wasn't in a jury room.

14 BY MR. DRESCHER:

15 Q. Just a couple of quick questions about the
16 Pacific Dining Car lunch. I guess it was a lunch?

17 A. Lunch.

18 Q. Do you remember about when that was?

19 A. It was about noon.

20 MR. PARKER: You deserve that, Bill.

21 MR. DRESCHER: I really did. He is going to
22 deserve the last question in this series.

23 THE WITNESS: No --

24 MR. DRESCHER: If you don't recall --

25 THE WITNESS: It wasn't a long period of time

1 before the breakfast meeting. It was a couple -- I
2 would say if I had to give an estimate I would say one
3 to two weeks.

4 BY MR. DRESCHER:

5 Q. Why wasn't I invited?

6 A. Jack's party. He called it.

7 MR. YANNY: Neither was Toby.

8 THE WITNESS: You might have been for all I know.
9 Jack didn't tell me that you weren't.

10 MR. DRESCHER: I wasn't.

11 Mr. Yanny: He had already eaten.

12 THE WITNESS: Actually, I think it was a
13 peace-keeping sort of thing because Jack said, "You
14 know, guys, Bill really isn't as bad as you think. And
15 I know there is a lot of animosity and you think you
16 can't deal with Bill and he has been accused of selling
17 out and he is a big schmuck and he really isn't that bad
18 so you guys shouldn't be so mean to him."

19 JUDGE JOHNSON: Questions asked after five o'clock
20 on you --

21 MR. DRESCHER: You get terrible answers. I think
22 I am going to cut it down to a bare minimum at this
23 point because it is not where I am anyway.

24 Q. You are no longer Mr. Yanny's lawyer in
25 this case, are you?

1 A. In Yanny II?

2 Q. In Yanny II.

3 A. No.

4 VIDEO OPERATOR: Mr. Van Sickle, I need your mike
5 on.

6 JUDGE JOHNSON: I think that's a Freudian slip --

7 BY MR. DRESCHER:

8 Q. You actually made an oral motion to be
9 relieved; isn't that correct?

10 A. I think we made an oral and written motion
11 to be relieved.

12 Q. And that was granted by Judge Cardenas in
13 1989; isn't that right?

14 A. Whenever it was, it was.

15 Q. And in making that oral motion to Judge
16 Cardenas you identified a reason for asking to be
17 relieved; isn't that correct?

18 A. Well, I am not sure if I did at that time
19 or previously in asking for more time. I don't know how
20 this relates to anything but there was some pressure --

21 MR. PARKER: The question called for a yes or no.

22 JUDGE JOHNSON: Just a yes or no.

23 THE WITNESS: I think I did but I am not sure --
24 there were two different sessions before the judge when
25 it was discussed.

1 BY MR. DRESCHER:

2 Q. And during whichever session in which you
3 informed Judge Cardenas of the reasons for seeking to
4 withdraw from this case, was the reason you advanced the
5 only reason?

6 MR. PARKER: Objection; Your Honor. This is not
7 relevant or likely to lead to admissible evidence.

8 THE WITNESS: I doubt it.

9 MR. PARKER: Why don't you wait until the judge
10 rules before you answer the question.

11 JUDGE JOHNSON: What's the connection here,
12 Mr. Drescher?

13 MR. DRESCHER: Well, I believe it relates to
14 affirmative defenses in question.

15 MR. PARKER: I can't see how.

16 JUDGE JOHNSON: Well, objection sustained.

17 BY MR. DRESCHER:

18 Q. The affirmative defenses that involve you
19 and me and Jack Quinn by name were not raised during the
20 course of this case while you represented Mr. Yanny,
21 were they, Mr. Van Sickle?

22 MR. PARKER: Objection. It is irrelevant when
23 they were raised, Your Honor.

24 JUDGE JOHNSON: Well, they were raised whenever
25 they were raised, so let's go forward.

1 MR. DRESCHER: All right. I don't have any
2 further questions.

3 MR. PARKER: No questions.

4 JUDGE JOHNSON: The witness may be excused. Thank
5 you, folks.

6 MR. PARKER: Let's do a stipulation. I don't mind
7 doing it off the video record but --

8 VIDEO OPERATOR: This is the end of the videotaped
9 deposition of Mr. Barry Van Sickie. It is 5:09 P.M. It
10 is April 2, 1992. We are off the video record.

11 MR. PARKER: Why don't we go off the record, the
12 written record as well to decide what we are going to do
13 first.

14 (Discussion off the record.)

15 MR. PARKER: I propose to relieve the court
16 reporter of her obligation to maintain custody of the
17 original transcript. It will be sent directly to
18 Mr. Van Sickie for his review, signing and corrections.
19 If he makes any changes, he will let us know. He will
20 have two weeks from his receipt of the transcript, which
21 we will expedite, to review it and sign it and make any
22 appropriate changes. If for any reason it does not
23 happen and in the absence of an agreement extending that
24 time, then a copy unsigned may be used as if a signed
25 original. After he is done with that he will return the

1 original to me. I will make it available on request of
2 any counsel. The witness may sign under penalty of
3 perjury.

4 MR. DRESCHER: That's okay with me.

5 MR. PARKER: Thank you.

6 I declare under penalty of perjury
7 under the laws of the State of California
8 that the foregoing is true and correct.

9 Executed on _____, 19____,
10 at _____, California.

11

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15 SIGNATURE OF THE WITNESS

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NOON & PRATT

1 STATE OF CALIFORNIA) ss:
2 COUNTY OF LOS ANGELES)
3

4 I, PAULETTE M. GRIFFIN, C.S.R. No. 2499, do hereby
5 certify:

6 That the foregoing deposition of BARRY VAN SICKLE, ESQ.
7 was taken before me at the time and place therein set
8 forth, at which time the witness was put on oath by me;

9 That the testimony of the witness and all objections
10 made at the time of the examination were recorded
11 stenographically by me, were thereafter transcribed
12 under my direction and supervision and that the
13 foregoing is a true record of same.

14 I further certify that I am neither counsel for nor
15 related to any party to said action, nor in anywise
16 interested in the outcome thereof.

17 IN WITNESS WHEREOF, I have subscribed my name
18 this 9th day of April, 1992.

19

20

21

22

23


Paulette M. Griffin

PAULETTE M. GRIFFIN, C.S.R. No. 2499

25

ATTORNEY'S NOTES

